892.

SUPREME COURT OF THE UNITED STATES.

No. 131.

THE COMMERCIAL BANK OF NEW ORLEANS, APP'T,

vs.

ALEXANDER COMPTON AND AL.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF TEXAS.

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GIDEON, Print.

THE UNITED STATES OF AMERICA,
United States District Court,
District of Texas, at Galveston, to wit:

At a term of the District Court of the United States for the district Texas, begun and held in the city of Galveston, on the first Monday of January, in the year of our Lord one thousand eight hundred and fifty-six—present honorable John C. Watrous, judge of said court, Ben. McCulloch, esquire, United States marshal, and James Love, clerk—among other were the following proceedings, to wit:

THE COMMERCIAL BANK OF NEW ORLEANS
vs.
ALEXANDER COMPTON and others. } Chancery, No. 77.

Be it remembered, that heretofore, to wit, on the tenth day of July, in the year of our Lord one thousand eight hundred and fifty-four, the plaintiff herein, by its attorneys, came into court and filed their bill of complaint in the words following, to wit:

Bill of Complaint.

To the Hon. John C. Watrous, judge of the district court of the United States for the district of Texas, exercising the powers and jurisdiction of a circuit court of the United States—in chancery:

The Commercial Bank of New Orleans, a corporation established by the laws of the State of Louisiana, in the city of New Orleans, and State aforesaid, composed of divers persons as stockholders and members thereof, none of whom are or is citizens or a citizen of the State of Texas, brings this its bill of complaint against Alexander Compton, and Elizabeth G. Compton, his wife, both of whom are residents of the county of Brazoria, and citizens of the State of Texas; Hanson Alsbury, of the county of Bexar, and a citizen of the State of Texas; also King Holston, Edward Purcell, William P. Morgan, Israel S. Calvit, William T. Austin, Colman M. Calvit, J. Greenville McNeill, Robert J. Townes, and Walter Smith, all of the county of Brazoria aforesaid, and citizens of the State of Texas; also Morgan L. Smith and John Adriance, both of said county of Brazoria, and citizens of the State of Texas, late co-partners, doing business under the firm of Smith & Adriance, and Overton Young, administrator de bonis non of the goods and estate of Warren H. Manadue, late of said Brazoria county, and a citizen of said State of Texas, deceased; the said Young being a resident of Fort Bend county, and a citizen of said State of Texas.

And thereupon your orator complains and says, that the said defendants, Alexander Compton, and Elizabeth, his wife, together with one William John Calvit, and Mary Minerva Xavier Walker, his wife,

both since that time deceased, and one James Abraham Calvit, and Minerva Neale, his wife, who are not made parties hereto, because they are not citizens of the State of Texas, nor within the jurisdiction of this honorable court, on the fifth day of January, A. D. 1838, at the parish of Rapides, in the State of Louisiana, the said wives being each of lawful age and duly authorized, and assisted each one by her said husband then and there present, by their certain act of that date, by them respectively subscribed and passed before John H. Johnston, then parish judge, and ex officio notary public in and for the said parish, acknowledged themselves to be justly and truly indebted to your orator, the said Commercial Bank of New Orleans, in the sum of sixty thousand dollars, being the amount of a loan granted unto them by the said corporation; and which said sum they did thereby bind and obligate themselves severally and in solido to reimburse and pay to your orator in five equal instalments of one, two, three, four, and five years from the day of the date of said act; and as an acknowledgment and proof of said loan, they then and there delivered to James Gordon Bryce, esq., then present and acting in the capacity of attorney in fact for your orator, by virtue of a resolution of its board of directors, accepted on or about the twentieth day of December then last past their written obligation for said sum of sixty thousand dollars, subscribed by them under date of the same day, and made payable at the banking-house of your orator, in the city of New Orleans aforesaid, to its president, directors, and company, in one year from the date thereof; which said obligation was paraphed Ne varietur, and countersigned by the said notary to identify it with the said act according to the laws of said State of Louisiana, and was to be paid by the said subscribers thereto at the periods and in the manner expressed in said act, and herein set forth, as follows, that is to say:

It was expressly agreed by and between the parties thereto, first, that the said defendants, Alexander Compton and Elizabeth, his wife, styled in and by the said act "the said first named appears," might, and they accordingly did thereby bind and obligate themselves severally and in solido to pay, at the expiration of each and every year for five years then next ensuing, in deduction of the said loan, the one-fifth part thereof, but not less, as well as the amount of the discount for one year on the balance for which they would remain indebted to your orator, it being well understood that the said obligation for the said sum of sixty thousand dollars should remain in the possession of the president, directors, and company of said bank, whose duty it should be to endorse as a credit upon the said obligation the said several payments as they might be made in deduction of the aforesaid loan, agreeably to the said act; and secondly, that if the said defendants, Alexander Compton and Elizabeth, his wife, styled as aforesaid, should fail to make the said payments, or any of them, in capital and interest, in the manner and form and at the period stipulated as aforesaid and fixed, then and in that case they should lose the right of prolonging their said payments, or any of them, as well as all other advantages which had been

accorded to them as aforesaid, and should moreover be subject to be prosecuted for the recovery of all sums for which they might stand indebted to the said bank by virtue of the said act and by virtue of the said obligation, as well in capital as in interest and costs, in such case incurred or thereafter to be incurred.

And your orator further says, that the said defendants, Alexander Compton and Elizabeth, his wife, in and by said act (styled as aforesaid) did, in order to secure the full and punctual payment of the said sum of sixty thousand dollars principal, together with the interest thereon, to be made and effected at the periods and in the manner above expressed and stipulated in and by said act, mortgage, affect, and specially hypothecate unto your orator, the said "Commercial Bank of New Orleans," therein then and there represented by the said James Gordon Bryce, esq., then and there present as aforesaid, in his said capacity of attorney in fact, and thereby accepting for the said bank all and singular the landed property and slaves in the said act, and moreover next herein described and named, as follows, to wit:

First. A certain tract or parcel of land established and cultivated as a cotton plantation, situate in the said parish of Rapides, on the left bank (descending) of Red river, about nine miles below Alexandria, containing twenty-two hundred superficial acres, and bounded on the east by (then) public lands; on the west by the aforesaid river upon which it fronts; on the north by the lands of Richard George and (then) public lands, and on the south by (then) public lands; together with all the buildings and (then) thereon, of every nature and kind *whensoever*, and all the appurtenances thereunto belonging or in anywise appertaining, without any exception or reservation whatever.

Secondly. And eighty-seven slaves thereon, and attached to the said plantation, of the names, sexes, and (then) ages, following, to wit:

Names.	Sex.	Age.	Names.	Sex.	Age.
Henry - - - -	Male	28	Ann - - - -	Female	24
Presly - - - -	"	24	Ned - - - -	Male	17
John - - - -	"	22	Little Ned - -	"	12
Sam - - - -	"	22	Ransone - - -	"	18
Stephen - - -	"	35	Bill - - - -	"	28
Mark - - - -	"	35	Pompey - - -	"	22
Jack - - - -	"	35	Sally - - - -	Female	25
John Pierre - -	"	40	Alee - - - -	"	22
Anthony - - -	"	40	Milly - - - -	"	25
Lanty - - - -	Female	18	Aggy - - - -	"	19
Cloey - - - -	"	19	Harry - - - -	Male	18
Haisty - - - -	"	24	Cross - - - -	"	20
Seny - - - -	"	24	Sally and child -	Female	35

Names.	Sex.	Age.	Names.	Sex.	Age.
Horace	Male	1	Caroline	Female	13
Polly	Female	35	Mary (child)	"	1
Delia and child	"	20	Dick (child)	Male	1
Napoleon	Male	1	Susan (child)	Female	1
Joshua	"	14	Sophia	"	26
Little Park	"	14	Frances	"	1
Harriet	Female	12	Caleb	Male	30
Sarah	"	12	Sam	"	45
Little Aggy	"	10	Mat	"	40
Susan	"	9	Park	"	35
Bonaparte	Male	6	Little Ben	"	33
Sylvia and child	Female	20	Stephen	"	20
Peyton	Male	35	Charity	Female	37
Washington	"	21	Alexander	Male	12
Jack Garrett	"	19	Little Rachael	Female	10
Jim Banks	"	29	Fanny	"	35
Davy	"	33	Yellow Henry	Male	28
Minor	"	36	Wesley	"	24
Big Bill	"	30	Charlotte and child	Female	26
King	"	27	Sam	Male	1
Little Mat	"	19	Maria	Female	3
Burke	"	40	Anderson	Male	6
Little Bill	"	11	Sophia	Female	10
Carey	"	27	Nelly	"	13
Beck	Female	30	Rose	"	25
Charlotte	"	19	Bob	Male	14
Anna	"	24	Tom	"	24
Sandy	Male	18	Randall	"	15
L. Ann	Female	14	Barbara	Female	27
Sylvia	"	22	Lucy	"	15
Lizzy	"	16	Briscoe	Male	27

Which said landed property and slaves were then and there the true and lawful property of the mortgagors, Alexander Compton and Elizabeth, his wife, as was then and there satisfactorily shown and proven to your orator.

III. And your orator further says, that the said mortgagors, Alexander Compton and Elizabeth, his wife, did, then and there, in and by said act, further obligate and bind themselves not to sell, alienate, depreciate, or encumber the said mortgaged premises, to the prejudice of their said mortgage, and did in and by said act confess judgment for the said sum of sixty thousand dollars, so to be paid as aforesaid; and if against the true intent and meaning of this last described clause in said act contained, they, the said mortgagors, should sell, alienate, or en-

cumber the said property and slaves, or any part thereof, or should dispose of the same in any manner, every such contract or disposition made to the prejudice of, or contrary to the conditions contained in the said clause, should be null and void as respects the said bank, whose rights and privileges should in no manner be altered or affected, by any such sale, alienation, mortgage, or disposition whatsoever; the said bank reserving to itself the rights, privileges, and powers necessary in case of failure on the part of said mortgagors to comply with any of the obligations before in said act imposed upon them, to procure an order of seizure and sale, and sell the said mortgaged property and slaves, for cash, and without appraisement after an advertisement of at least thirty days in the French and English languages; which said property and slaves should be liable to be seized in whatever hands the same or any part thereof might be found, in the same manner and with the same facilities that they could be seized in the hands of the said mortgagors, notwithstanding any sale or charge in the title or possession thereof by descent or otherwise.

IV. And your orator further says, that the said Elizabeth, wife of the said Alexander Compton, parties defendant hereto, together with all the other wives hereinafter named and mentioned, not parties hereto, nor their said respective husbands, but all parties to the said act as before herein appears, did then and there, in and by the said act declare, that in becoming parties thereto, it was their wish and intention to release in favor of your orator the said mortgaged premises from the matrimonial, dotal, paraphernal, and other rights, and from any claims, mortgages, or privileges, to which they might be entitled, whether by virtue of their marriages with their said respective husbands or otherwise:

Whereupon, the said notary did then and there inform them, the said Elizabeth, and the other wives aforesaid, apart and out of the hearing of their said respective husbands, that they severally had by law a legal mortgage upon the property of their said husbands.

First. For the restitution of their dowries and for the re-investment of their dotal property sold by their said husbands, and which they brought in marriage, reckoning from the celebration of the marriage.

Secondly. For the restitution and re-investment of the dotal property by them respectively acquired since marriage, whether by succession or donation, from the day the succession was opened or the donation perfected.

Thirdly. For nuptial presents.

Fourthly. For debts by them contracted with their said husbands; and

Fifthly. For the amount of their paraphernal property alienated by them and received by their said husbands, or otherwise disposed of for the individual interests of their said husbands. And they, the said Elizabeth, and the other wives aforesaid, did thereupon declare unto the said notary, that they were fully aware of, and acquainted with the nature and extent of the matrimonial, dotal, paraphernal and other rights and privileges thus secured to them by law on the property of their

said respective husbands, and that nevertheless they persisted in their intention of renouncing not only all the rights, claims, and privileges hereinbefore enumerated and described, but all others of any nature or kind whatsoever, to which they might be entitled by any laws then in force in the State of Louisiana.

And the said Alexander Compton and the other aforesaid husbands, being then present, aiding and authorizing their said respective wives, they, the said Elizabeth and the other wives aforesaid, did again severally declare, that they did in and by the said act make a formal renunciation and relinquishment of all their said matrimonial, dotal, paraphernal, and other rights, claims, and privileges in favor of your orator, binding themselves and their respective heirs at all times to sustain and acknowledge the full force and validity of said acts.

And your orator offers to produce at the hearing of this cause the obligation aforesaid, and a duly authenticated copy of the said act, and prays that such copy, when so produced, may be taken as a part of this bill of complaint, the same to be marked "Exhibit A."

V. And your orator further says, that confiding in the honesty, integrity, and good faith of the said defendants, Alexander Compton and Elizabeth, his wife, it suffered and permitted them to remain and continue in the full and uninterrupted possession and quiet enjoyment of the mortgaged premises; and although they utterly failed to pay any of the instalments in the manner or at the periods they became due and payable by virtue of said act, yet your orator, yielding to their earnest wishes and requests, delayed to sue or prosecute them for the recovery of the sums to which it was thereby, under the provisions of said act, entitled, either by "seizure and sale" or any other proceeding; and that your orator was willing, notwithstanding said failure on the part of the said defendants, Alexander Compton or Elizabeth, his wife, that they should still have the privilege originally secured to them by said act, of paying the said sum of sixty thousand dollars in instalments as stipulated in and by the said act, upon paying and discharging the amounts then over due; which said instalments, your orator avers, were originally by said act fixed as follows, viz :

On the 5th of January, 1839	(fixed)	$16,200
" 5th " January, 1840	(")	15,360
" 5th " January, 1841	(")	14,520
" 5th " January, 1842	(")	13,680
" 5th " January, 1843	(")	12,840

But the said defendants, Alexander and Elizabeth, ungrateful for such indulgence, and contriving how they might take advantage of the confidence so placed in them by your orator, and of their continued possession of the said mortgaged premises, so as utterly to defraud your orator out of the entire amount of said loan, and out of all remedy or relief, secured to it by said act or by the law of the land to recover the amounts due by virtue of said acts, and utterly regardless of their obligation aforesaid, did, on or about the first day of June, 1840, (the pre-

cise time being unknown to your orator,) covertly, secretly, wrongfully, deceitfully and fraudulently remove and cause to be removed a large number, and those the most valuable of the aforesaid mortgaged slaves, from the plantation to which they were attached as aforesaid, and from the parish aforesaid, to the distance of several hundred miles into the county of Brazoria and (then) republic of Texas, and entirely out of the jurisdiction or territory of the State of Louisiana, where the said defendants, Alexander and Elizabeth, have ever since, fraudulently and under various deceitful contrivances, devices, colors and pretexts, whereby your orator has thus far been prevented from the recovery of his rights in relation to said slaves, detained, kept and held said slaves so removed, with their increase, and enjoyed the fruits and profits of their labor and services, to the great damage of your orator.

VI. And your orator further says, that the slaves so unlawfully removed as aforesaid by the said defendants, Alexander and Elizabeth, and by them fraudulently kept in the county of Brazoria, were, as your orator is informed and believes to be true, of the following description, ages, names and sex, all of which said slaves were and still are bound by the said act, together with their increase, and were and still remain mortgaged and hypothecated as aforesaid, viz:

Names.	Sex.	Age.	Names.	Sex.	Age.
Henry	Male	28	Presley	Male	24
John	"	22	Sam	"	22
Stephen	"	35	Mark	"	35
Jake	"	35	John Pierre	"	40
Anthony	"	40	Lanty	Female	18
Chloe	Female	19	Aggy	"	19
Harry	Male	18	Cross	Male	20
Sally and child	Female	35	Horace	"	1
Polly	"	35	Delia and child	Female	20
Napoleon	Male	1	Joshua	Male	14
Little Park	"	14	Harriet	Female	12
Sarah	Female	12	Little Aggy	"	10
Susan	"	9	Bonaparte	Male	6
Peyton	Male	35	John Garrett	"	19
Jim Banks	"	29	Davy	"	33
Maria	Female	36	Big Bill	"	30
King	Male	27	Little Mat	"	19
Burke	"	40	Little Bill	"	11
Haisty	Female	24	Seny	Female	24
Ann	"	24	Ned	Male	17
Little Ned	Male	12	Ransom	"	18
Bill	"	28	Pompey	"	22
Sally	Female	25	Allice	Female	22

Names.	Sex.	Age.	Names.	Sex.	Age.
Milly	Female	25	Sylvia	Female	22
Caroline	"	13	Mary	"	1
Dick	Male	1	Susan	"	1
Frances	Female	1	Caleb	Male	30
Sam	Male	45	Mat	"	40
Park	"	35	Little Ben	"	33
Stephen	"	20	Alexander	"	12
Little Rachel	Female	10	Fanny	Female	35
Wesley	Male	24	Charlotte & child	"	26
Sam	"	1	Maria	"	3
Nelle	Female	13	Rose	"	25
Carey	Male	27	Beck	"	30
Charlotte	Female	19	Anna	Female	24
Sandy	Male	18	Little Ann	"	14
Bob	"	14	Tom	Male	24
Randall	"	15	Barbara	Female	27
Lucy	Female	15	Briscoe	Male	27

VII. And your orator further says, that at the time of the execution and passage of said act, there existed a prior mortgage in favor of the Bank of Louisiana, a body corporate established in the said city of New Orleans by the laws of the State of Louisiana, granted and executed by the said defendants, Alexander Compton and Elizabeth, his wife, and by the said William J. Calvit and his said wife, Minerva, (not defendants hereto,) to secure the payment of the sum of twenty thousand dollars, evidenced by their certain obligation, bearing date the sixth day of April, anno Domini 1836, and made payable to the president, directors and company of the said last named bank, on the sixth day of April next thereafter, which obligation, with the certificate of assignment endorsed thereon, your orator offers to produce at the hearing, should the same be necessary. And your orator, judging from the premises in the said two several mortgages contained, as well as from information deemed true, avers the fact to be, that a portion of the identical lands and slaves embraced in the aforesaid act were affected by the said prior mortgage, and averring that some or all of the slaves mentioned in the last preceding schedule were and are affected by both of the aforesaid mortgages. Your orator further says, and informs your honor, that by virtue of an act passed before William Christy, esq., notary public in and for the city and parish of New Orleans, on the twenty-fourth day of April, A. D. 1840, (which, when hereafter referred to, will be called "the said act of assignment,") the said President, Directors and Company of said Bank of Louisiana, did transfer and assign, for a valuable consideration, as specified therein,

all their rights and privileges in the obligation last aforesaid, and the said mortgage by which the payment thereof was secured as aforesaid, unto your orator, who, thereupon, became and still is the lawful assignee and owner thereof.

VIII. And your orator further says, that the said defendants, Alexander and Elizabeth, removed with the said slaves from the said parish of Rapides, their domicil and place of residence up to the time of the removal of said slaves, and with them in their possession came to and settled in the said county of Brazoria, where they arrived on or about the day of , A. D. 1840, and have ever since resided; also, that the said William J. Calvit departed this life at some time within twelve months next before the first day of April, 1840, in the said parish, (his domicil when alive,) before which time his said wife had died, and that soon thereafterwards his succession was opened as an insolvent estate, and one Robert Chew, (a citizen of the State of Louisiana, not within the jurisdiction of this court, and not made a party defendant hereto,) appointed syndic of the creditors; also, that by virtue of an order of seizure and sale, obtained by your orator, the tract of land described in said act, and sold on or about the first day of July, 1840, on a credit of one, two, three, four, and five years, with interest at five per cent. per annum, and certain slaves embraced in the said act and in said mortgage, not removed by the said Alexander and Elizabeth, but seized or recovered by the sheriff after their departure or flight, were sold on or about the thirtieth day of June, 1840, on a credit of one, two, three, and four years, with like interest, it being provided in the notes given for the purchase-money that ten per cent. instead of five should be drawn as interest in case of default; and also, that the said syndic, co-operating with the proceedings of your orator in this behalf, having obtained an order of sale from the probate court for said parish, of all the remaining interest in the said mortgaged property, which was in the said Calvit at the time of his death, sold by virtue thereof, on the same days and on like terms of credit, all the said remaining interest, which was said to be three-fourths of the said land, and touching the slaves, in some an interest of three-fourths, in others one-half, and in others none. And your orator here offers to make out and produce, at the hearing, a full, accurate, and complete schedule of the matters contained in this paragraph, showing the names, number, ages and sexes of the slaves; the price of each, the interest of said succession, or the special incumbrance or lien on each slave, (where any such interest, etc., exists,) and on the said tract of land, together with all proper dates, places and amounts, and all other matters, so as clearly to exhibit and show how much or what sum or sums the said defendants, Alexander and Elizabeth, are entitled to have credited against the amount purporting to be due, and payable by virtue of said act, which schedule, when produced, your orator prays may be taken as a part of this bill, the same being marked "Exhibit B."

IX. And your orator further says, that because its solicitors are not furnished with the data hereafter to be set forth in the last named exhibit, the precise amount now due, and payable by virtue of said act, from the said defendants, Alexander and Elizabeth, cannot be herein now stated; but your orator says, that allowing all credits to which the said Alexander and Elizabeth can be legally or equitably entitled, there remains justly due and payable by said act forty thousand dollars against them; and that your orator is entitled to recover in this cause the balance so to be found justly and equitably due and payable, with per cent. per annum interest thereon, the same being the rate of interest recoverable by the laws of the State of Louisiana, upon the principal since secured, by virtue of said act, and the original obligation accompanying the same.

X. And your orator further says, that a large number of children, the offspring of the female slaves named in said act, were born and added to the original number of said mortgaged slaves by way of increase or accession between the date of said act and the time of the removal aforesaid; the names, description, and ages of which children are unknown to your orator. Also that a further large number of children have been born of the female slaves so removed, as aforesaid, since the date of their said removal; and that a further number of slaves have been acquired by the said Alexander Compton, and his said wife, since the date of the said mortgage, by way of exchange for certain of the slaves so mortgaged, and by purchase from the proceeds of the sale of certain of the said mortgaged slaves, or the profits of their labor, and that children have been since born of the females of the said slaves so acquired, the number, names, and ages of whom are alike unknown, but all and singular of whom, whether born before or after said removal, are subject to, and affected by, said act, and stand mortgaged and hypothecated thereby, in like manner and for like purposes as if they were expressly named and described therein, and your orator prays that it may so be herein decreed.

XI. And your orator says, that the said defendants, Alexander Compton and Elizabeth, his wife, soon after the removal of said slaves and themselves into the county of Brazoria, as aforesaid, did, (as your orator is informed and verily believes to be true,) in pursuance of their fraudulent intentions, as aforesaid, and for the purpose of preventing your orator from pursuing and recovering the said slaves, resort to and adopt, with the aid, contrivance, and confederacy of certain other persons, uniting and combining with the said Alexander and Elizabeth for such purpose, consisting of the parties, or some of them, defendants hereto, other than the said Alexander and Elizabeth; and of divers other persons, all of whom were cognizant of the rights of your orator by virtue of said act, to your orator unknown, who prays leave to insert their names herein as defendants when discovered, should it be necessary, a series of fraudulent and deceitful liens, conveyances, trusts, mortgages, and other artifices, by which the said slaves, or a portion of them, and their increase, purported to be at divers times,

and for divers considerations, conveyed, sold, mortgaged, subjected to certain conditions, trusts, and payments of money, to the great prejudice of your orator in the premises, but all of which pretended liens, conveyances, trusts, mortgages, and considerations, were and are merely false, colorable, and fraudulent, and ought all and singular to be pronounced void and of none effect by the decree here sought by your orator; without this, that if any of such liens, conveyances or mortgages were, at the time of their respective dates or execution, received and delivered in good faith between the parties thereto, and truly for the purposes and considerations purported or expressed thereby, the same have long since become virtually released and discharged by subsequent acts of the respective parties; and if now sought to be set up by the defendants hereto, or any of them, are merely colorable, and of none effect in law, and ought to be declared void in the same decree of your honor here prayed and sought as aforesaid.

XII. And your orator further says, that for the purpose of ascertaining as far as practicable the various conveyances, liens, mortgages and trusts of the character and description aforesaid, which the said defendants, or some of them, had caused to be executed and gotten up colorably to affect and encumber the slaves mortgaged by virtue of said act, certain investigations, researches, and inquiries were adopted and pursued by the agents of your orator; and from information thus obtained, and belief in the truth thereof, your orator says, that the following described deeds, conveyances, gifts, and grants, have, since the removal of said slaves to the county of Brazoria aforesaid, at divers times, with intent to encumber said slaves and destroy or weaken the claim of your orator thereto, been made, viz:

First. A certain deed dated the twenty-first day of August, 1843, executed by said Alexander Compton and Walter Smith, whereby the said Compton pretends to convey to the said Hanson Alsbury and William T. Austin two of the slaves, viz: Bill, about sixteen, and Mary Ann, about fifteen years of age, affected by said act, in trust to secure the payment of a note of hand bearing even date therewith, signed by the said Compton, and payable to the said Walter Smith, or his order, on the first day of January then next thereafter; a copy of which deed marked "Exhibit C" is herewith filed as a part hereof; and your orator prays leave to refer the same for a more full and particular description of the said deed.

Secondly. A certain deed of indenture bearing date the eighteenth day of March, A. D. 1844, between said Alexander Compton of the first part, one S. M. Westervelt, now deceased, and King Holston, of the second part, and said Edward Purcell of the third part, whereby said Compton pretends to convey to the said Westervelt and Holston in trust to secure the payment of certain notes payable to the said Edward Purcell, and for the other purposes and considerations set forth in said indenture; for a more full and particular description whereof your orator prays leave to refer to a copy of the said deed of indenture marked "Exhibit D," and herewith filed as a part hereof; the following de-

scribed slaves, being a portion of those removed as aforesaid with their increase, and all of whom were then and still are affected by the said act, as the parties to said indenture were then and there well aware, viz:

Names.	Sex.	Age.	Names.	Sex.	Age.
		Years.			
Stephen - - - - -	Male	50	Prude (mulatto) wife of Steve	Female	37
Maria, child of Pe - -	Female	5	Jack (black) -	Male	27
Henry - - - - - -	Male	35	Ann (his wife)	Female	30
Their children Lucinda	Female	15	Mat - - - -	Male	10
Sam (black) - - - -	Male	27	Little Ann (his wife) - - -	Female	25
Their children John -	"	10	Tabley - - -	"	5
Burke - - - - - -	"	45	Becky (his wife)	"	37
Their children Mary -	Female	10	Tony - - -	Male	8
Minor (black) - - -	Male	27	Lizzy - - -	Female	20
Jim - " - - - - -	"	25	Rachel (his wife)	"	50
Their children Big Ned (black) - - - - -	"	21	Little Ned - -	Male	18
Jule - - - - - - -	Female	22	Palin her child 7	Sam her child 2	
Presley (black) - - -	Male	27	Sally (his wife)	Female	35
Mary Ann (mulatto) -	Female	15	Dick (mulatto)	Male	13
Gaston - - - - - -	Male	7	Ransom (mulatto	"	21
David (black) - - -	"	32	Betsy (his wife)	Female (black)	28

Fourthly. A certain deed bearing date the twentieth day of March, A. D. 1844, whereby the said Compton pretends to convey to said William P. Morton two of the slaves affected by said act, (he being cognisant thereof,) viz., Big Ned, aged about 22, and Little Ned; said deed to become void upon payment of the said Compton's note therein described, for a more full and particular description of which deed your orator prays leave to refer to a copy thereof marked "Exhibit E," and herewith filed as a part hereof.

Fifthly. A certain other deed bearing date the twenty-third day of May, 1845, whereby the said Alexander Compton pretends to convey absolutely to the said Isaac S. Calvit for the pretended consideration of fifteen thousand dollars, paid or secured to be paid to the said Compton by said Calvit, (who then and there well knew the rights of your orator by virtue of said act,) the following described slaves, being a portion of those affected by said act, (whereof he was cognisant,) for a more full and accurate description of which said deed your orator refers to a copy thereof marked "Exhibit F," herewith filed as a part hereof, viz:

Names.	Sex.	Age.	Names.	Sex.	Age.
Stephen - - - -	Male	50 yrs.	Prude, his wife	Female	40 yrs.
Their child Maria -	Female	6 "	Mary Ann - -	"	15 "
Henry - - - -	Male	35 "	Ann, his wife -	"	30 "
Their child Mat -	"	9 "	Lucinda - -	"	14 "
And her child Ann	Female	Infant	Dick - - -	Male	13 "
Burke - - - -	Male	40 yrs.	Beck, his wife	Female	30 "
Their children Mary	Female	8 "	Lucy - - -	"	6 "
Rachel - - - -	"	50 "	Jim - - - -	Male	35 "
Big Ned - - - -	Male	22 "	Ransom - -	"	22 "
Dave - - - - -	"	30 "	Jack - - - -	"	35 "
Sely - - - - -	Female	35 "	Betsy, his wife	Female	25 "
And child Gaston -	Male	8 "	Presley - - -	Male	3 "
Sam - - - - -	"	35 "	Bill - - - -	"	17 "
Their children John	"	12 "	Ann, his wife -	Female	30 "
Jule - - - - -	Female	22 "	Sally - - -	"	16 "
And Santa Anna, her children - -	Male	2 "	Palin, her child	Male	5 "
Little Ned - - -	"	19 "	Lizzy - - -	Female	18 "

Sixthly. A certain other deed bearing date the sixth of December, A. D. 1842, whereby the said Alexander Compton pretends to convey to the said William T. Austin in mortgage to secure a note for twenty-five hundred and eighty-seven dollars and sixty cents, or thereabouts, the following described slaves affected by said act, and whereof the said Austin was then and there conversant; for a more full description of which said deed your orator prays leave to refer to a copy thereof marked "Exhibit G," herewith filed as a part hereof, viz: David, thirty-five years old, and his wife Betsey, aged about 30, and Sam, 28 years old, and his wife Ann, 22 years old, with their increase.

Seventhly. A certain other deed bearing date on or about the twenty-ninth day of March, 1843, whereby the said Compton pretended to convey in mortgage unto said Edward Purcell, to secure the payment of two notes for two thousand two hundred and fifty-seven dollars and fifty-three cents, ($2,257 53,) the following named slaves affected by said act, whereof the said Purcell was well knowing, for a more full and particular description whereof your orator prays leave to refer to a copy of said deed marked "Exhibit H," and herewith filed as a part hereof, viz: Jack, 22 years old, Henry, 35, and his wife Ann, 30 years old, their child Lucinda, 14 years old, Bill, 18, Sam, 28, and his wife Lizzy, or Eliza, 20 years old, with increase.

Eighthly. A pretended act of sale passed before William P. Scott, chief justice and ex-officio notary public for the county of Brazoria, on the eighteenth day of December, A. D. 1840, and signed by said

Compton, whereby it is pretended that he sold to said Colman M. Calvit the negro girl Caroline, who, as he well knew, was then and there bound and affected by said act to your orator; for a more full and particular description of which pretended act of sale your orator prays leave to refer to a copy thereof marked "Exhibit I," and herewith as a part hereof filed.

Ninthly. A certain deed bearing date the fourth day of November, A. D. 1840, or about that time, whereby the said Alexander Compton pretends to convey to the said King Holston, in consideration of the sum of twenty thousand dollars pretended to be paid, the following described slaves, being as he well knew a portion of those acted upon by said act, and removed as aforesaid with their increase; for a more full and particular description of which deed your orator prays leave to refer to a copy thereof marked "Exhibit J," and herewith filed as a part hereof:

Names.	Sex.	Age.	Names.	Sex.	Age.
		Years.			Years.
Henry - - - - -	Male	35	Ann (his wife) -	Female	35
Their children Lucinda	Female	12	Mat - - - -	Male	6
Dave - - - - - -	Male	35	Betsey (his wife)	Female	30
Stephen - - - - -	"	50	Presley - - -	Male	25
Sam - - - - - -	"	22	Jake - - - -	"	22
Ransom - - - - -	"	20	Ned - - - -	"	16
Burke (or Bick) - -	"	40	Becky (his wife)	Female	30
Their children Mary -	Female	5	Louisa - - - -	"	3
Tabby (or Saby) - -	"	35	Ann (her child) -	"	15
And her children Dick	Male	10	Dicy - - - -	"	6
Also Gaston - - - -	"	20	Minor - - - -	Male	35
His wife Prude - -	Female	35	Maria (her child)	Female	4
Jim - - - - - -	Male	38	Rachel (his wife)	"	40
Jule - - - - - -	Female	20	Palin (her child)	Male	4
Little Ann - - - -	"	20	Lizzy - - - -	Female	18
Caroline - - - -	"	16	Little Bill - - -	Male	15
George - - - - -	Male	12	Tabby(or Saby)	Female	4
John - - - - - -	"	8	Maria - - - -	"	4

Tenthly. A certain deed bearing date on or about the seventh day of November, A. D. 1843, whereby the said Alexander Compton pretends to convey or mortgage to the said Edward Purcell, in order to secure the payment of two promissory notes therein described, the following described slaves, being, as he well knew, a portion of those acted upon by said act, and which your orator is entitled to have embraced in the decree here sought; for a more full and particular description of which deed your orator prays leave to refer to a copy thereof marked "Exhibit K," and herewith filed as a part hereof, viz: Ishmael, about 55 years of age, George, about 30, and Morgan, 25 years old.

Eleventhly. A certain deed of trust bearing date the twenty-seventh day of February, 1844, or about that time, whereby the said Alexander Compton pretends to convey to the said J. Greenville McNeel and Robert J. Townes, as trustees, to secure a certain note of hand payable to said Smith and Adriance; for a more full and particlar description of which deed of trust your orator prays leave to refer to a copy thereof, marked "Exhibit L," and herewith filed as a part hereof, viz: Minor, a negro man, aged 30 years, Reason, also black, aged 22 years, and Lucinda, a girl of light complexion, aged about 18 years, all being slaves for life, and subject to the claim of your orator by virtue of the act aforesaid, as the parties to said deed of trust well knew.

Twelfthly. A certain mortgage deed bearing date the first day of August, 1843, or about that time, whereby said Compton pretends to convey in mortgage to the said Colbin Cocke, now deceased, in order to secure the payment of a note for one hundred and eighty-five dollars and sixty-two cents, payable to said Cocke, on or about the first day of January, 1844, a certain negro slave named George, about fifteen years of age, said slave being then and there subject to your orator's claim by virtue of said act, whereof the parties to said mortgage deed were consonant, and for a more full and particular description of the said mortgage deed your orator prays leave to refer to a copy thereof, marked "Exhibit M."

Thirteenthly. A certain indenture, between said Alexander Compton, Stephen A. Westevelt, and Warren H. Manadue, all cognisant of the rights of your orator by virtue of said act, bearing date the fourteenth of August, 1848, wherein it is recited and pretended that the said Manadue had become the owner of the said notes executed in favor of the said Edward Purcell, set forth and described in the deed of indenture hereinbefore mentioned, and copied in the aforesaid "Exhibit marked D," and that he, the said Alexander, had caused the property, including the slaves therein mentioned and described, to be sold for cash at auction, by the said Stephen A. Westevelt, one of the trustees named in said deed of indenture, at the residence of said Compton, to the highest bidder, at which sale the said Manadue became the purchaser of said property and slaves at the prices following: that is to say, all the right, title and interest of the said Compton in and to a tract of eight hundred and thirty acres of land, situate on Oyster Creek, in said county of Brazoria, purchased by him of one Warren D. C. Hall, for five hundred dollars; the farming utensils thereof for one hundred dollars, including all the utensils of husbandry then on said land; all the household and kitchen furniture for one hundred dollars; ten head of cattle, being the whole stock, for thirty dollars; thirteen horses and mules for one hundred dollars; the stock of hogs for fifty dollars; the corn and provisions of every kind on said plantation for fifty dollars. One family of negroes, viz: Stephen, aged fifty-four years, Prude 41, Ransom 25, Little Ned 22, Maria 9, for the sum of seven hundred dollars. One family of negroes, viz: Henry aged 39, Lucinda 19, Mat 14, and Clara, an infant, for six hundred

dollars. One family of negroes, viz: Sam, aged 31, Little Ann 29, John 14, and Toby 9, for one hundred and fifty dollars. One family of negroes, viz: Burke, aged 49, Becky 41, Mary 14, and Toney, aged 12, for five hundred dollars; also Jack, a negro man, aged 31 years, for fifty dollars; Jim a negro man, aged 39 years, for two hundred dollars. One family of negroes, viz: Jule, aged 22, Palin 11, Sam 6, and Stephen, an infant, for five hundred dollars. One family of negroes, viz: Presley, aged 31, Sely 39, Mary Ann 19, Derick 17, and Gaston 11, for five hundred dollars. One family of negroes, viz: David, aged 36, and Betsey 32, for fifty dollars. And wherein it is further pretended and recited that the said Manadue had become the assignee and owner of certain judgments against the said Compton, therein described; and that, being desirous of paying said notes and discharging said judgments, he, the said Compton, (as is therein pretended,) did thereby, for the consideration set forth therein, grant, bargain, sell, release and convey unto the said Manadue, all and singular the property therein before mentioned, being the property and slaves aforesaid, together with another slave named Dicy, a negro girl aged about 14 years; and that the said Manadue did thereby, in consideration of the sale and release aforesaid, and of one dollar to him paid by said Compton, release him from all claim and demand on account of said notes and judgments; for a more full and particular description of which said indenture, bearing date the fourteenth day of August aforesaid, your orator prays leave to refer to a copy thereof, marked "Exhibit N," and herewith filed as a part hereof, embracing in said exhibit a copy of the notes, endorsements and advertisement or notice in the said indenture mentioned, or accompanying the said note or belonging to the same.

Fifteenthly. A certain indenture of lease, bearing date the fourteenth day of August, 1848, between said Compton and Manadue, whereby the said Manadue pretends to lease at will to the said Compton the slaves and other property mentioned in the indenture, last aforesaid set forth in said "Exhibit N," purporting to be in consideration of the love and affection which he the said Manadue had for the family of said Compton; for a more full and particular description of which indenture of lease, your orator prays leave to refer to a copy thereof, marked "Exhibit O," and herewith filed as a part hereof.

Sixteenthly. A certain deed bearing date the same fourteenth day of August, 1848, whereby the said Manadue pretends to convey to the said Elizabeth G. Compton, in consideration of his love and affection for her, the aforesaid property, land, and slaves, upon certain pretended trusts and conditions therein expressed; for a more full and particular description of which deed your orator prays leave to refer to a copy thereof, marked "Exhibit P," and herewith filed as a part hereof.

XIII. And your orator further says that the aforesaid slaves, Prude, Caroline, Ishmael, Morgan, the man George described as being thirty years of age, and others of the aforenamed slaves to be hereafter specified at or before the hearing, not named in the original act aforesaid,

were purchased and obtained by the said Compton, subsequently to the execution of said act, by means of the slaves, and other property therein described, by exchange or in some other mode unknown to your orator; and that your orator is in equity entitled to have all and singular the slaves so purchased or obtained, substituted and embraced in the decree here sought as aforesaid, in lieu of the property and slaves named and described in the said act, and to the extent that the same may have been so misapplied or used by said Compton.

XIV. And your orator further says, that all and singular the slaves hereinbefore named whose names do not appear in the said original act, first herein above described, excepting such as have been obtained or purchased as aforesaid, are the increase and offspring of the slaves named in said act, and of those so subsequently purchased and obtained as aforesaid; and that all and singular such increase and offspring have been and are added to the said original stock of mortgaged slaves, as accessions thereto, and are affected by the said act in like manner, and to like extent, as if they were severally expressly named therein and hypothecated thereby; and your orator prays that they may be all and singular subjected to the decree here sought as aforesaid.

XV. And your orator further says, that the said Alexander Compton after his said removal, to wit, on the ninth day of November, A.D. 1842, purchased of one Warren D. C. Hall a certain tract of land situate in Brazoria county aforesaid, on the east side of Oyster creek, containing eight hundred and thirty-two acres, and that said Hall by his deed of that date conveyed to him, the said Compton, the said tract of land with the appurtenances, in and for (as appears by the said deed) the consideration of four thousand one hundred and sixty dollars; for a more full and accurate description of which deed and the tract of land thereby conveyed as aforesaid, your orator prays leave to refer to a copy thereof marked "Exhibit Q," and herewith filed as a part hereof; and from information received and verily believed true, your orator says that the price or consideration paid by said Compton for said land consisted, and was composed and made up of the slaves or other property mortgaged or bound by virtue of act aforesaid to your orator, who hereby claims and avers that the said tract of land ought of right, and in fact does stand in the place of and is substituted for, by the price or consideration aforesaid, in and by virtue of said act; and that the same ought to be embraced in and subject to the decree here sought in favor of your orator; and your orator further avers and shows that the said Compton thereafterwards, to wit, on the sixth day of December, A. D. 1842, by indenture of that date between himself, the said Colman H. Calvit, and said Elizabeth G. Compton, under pretext of having before that time received and converted to his own use certain paraphernal property belonging to his said wife, of the pretended value of five thousand dollars, attempted to convey the said tract of land to the said Calvit in trust for his said wife Elizabeth; a copy of which indenture, marked "Exhibit R," and herewith filed as a part hereof, your orator prays leave to refer to for a more full and particular description of said

indenture, and your orator prays that the said indenture may by the decree here sought as aforesaid be annulled and pronounced void and of none effect.

XVI. And your orator further says, that the said Compton, contriving and intending further to embarrass and defraud your orator in the premises, and to prevent the recovery of his rights touching the said tract of land, attempted and pretended to convey the same to the said Stephen A. Westevelt and King Holston, trustees in and by the indenture aforesaid, bearing date the 8th day of March, 1844, and copied in the aforesaid "Exhibit D;" also to the said Isaac S. Calvit in and by the deed aforesaid bearing date the 23d day of May, 1845, copied in said "Exhibit F;" also to the said Warren H. Manadue in and by indenture aforesaid bearing date the 14th day of August, A. D. 1848, copied in "Exhibit O," aforesaid; and that the said Manadue, combining and confederating with the said Alexander and Elizabeth, in order to effect and carry out the said fraud, injustice and wrong, intended and attempted as aforesaid against your orator, did on the said fourteenth day of August, A. D. 1848, by said deed copied in the said "Exhibit P," pretendedly and colorably convey the same tract of land to the said Elizabeth G. Compton; all of which pretended conveyances of said tract of land, so far as they are prejudicial to the rights of your orator in the premises, ought to be annulled and set aside, and the said tract of land subjected to like proceedings and disposals as the other property affected by said act, under and by virtue of the decree here sought as aforesaid.

XVII. And your orator, upon information believed true, further says that the aforementioned deeds and mortgages copied and severally set forth in the said exhibits "C," "E," "G," "H," "L," and "M," are now and for some time past have been regarded and treated by the parties thereto as inoperative, and that the same nor any of them are relied on, or intended to be set up as evidence of any present title to or right in the property or any part thereof, thereby or by any of them purporting to be conveyed, granted, sold, mortgaged, encumbered or otherwise affected; and that the demands thereby, purporting to be secured or provided for, have all and singular become extinguished by payment, substitution or otherwise; and your orator says that the said deeds and mortgages ought not to stand as an ostensible cloud upon your orator's claim or rights touching the property they severally purport to encumber as aforesaid, but that your orator is entitled to have them pronounced void and of none effect to prejudice his said rights by the decree here sought of your honor.

XVIII. And touching the liens and encumbrances, titles, trusts and claims, purporting to be vested, created, acknowledged or granted by virtue of the several deeds and indentures copied or set forth in the several exhibits D, I, N, O, P, and R, and the pretended considerations, notes and demands accompanying, belonging to or described in the same, your orator says, upon information and belief, that they are and were from the beginning devised, intended and gotten up by the

parties thereto, in fraud of the rights of your orator touching the property they severally purport to affect; and that the said parties, combining and confederating together for the purpose, used and adopted the same, in order to retain and keep the slaves and property colorably affected thereby, after their said removal, and to preclude and prevent your orator from the recovery of his just rights in the premises. And your orator avers, that the said deeds and indentures ought to be pronounced null, fraudulent and of none effect, as against your orator, by the decree here sought as aforesaid.

XIX. And your orator further says, that because the said defendants, Alexander Compton and Elizabeth, his wife, did in manner and form as hereinbefore stated, in direct and wilful violation of their obligation contained in said act, remove, encumber and dispose of a large number of the slaves mortgaged by virtue of said act in manner and form as is hereinbefore stated and set forth, with intent to injure and defraud your orator as aforesaid, and because the said defendants have continued up to the present time in constant perpetration of the unjust, fraudulent and deceitful practices herein set forth, to the great damage of your orator, and contrary to the stipulations and provisions they in and by said act bound themselves to observe and keep, your orator has long been and still is, by virtue of the obligations and stipulations in the said act contained, and whereby the said defendants are bound, legally and justly entitled to an immediate order of your honor, directing that all and singular the mortgaged slaves aforesaid, so removed or acquired and encumbered as aforesaid, with the offspring and issue thereof, be forthwith seized, and placed in the hands and custody of a receiver to be appointed by your honor, to the end that not only the said slaves should be safely kept and preserved from further fraudulent and wrongful removals, disposal or encumbrance, in order that they may be subjected to the order and decree of your honor here sought as aforesaid, but also, that the proceeds *and* of the hire and labor of said slaves should be applied towards the payment of the indebtedness of the said defendants to your orator, arising by virtue of said act, by order of your honor; and your orator avers, that in accordance with any probable or reasonable estimate of the amounts or sums of money accruing or to accrue from the hire of said slaves, during the pendency of this cause, and before the execution of the final decree here sought, added to the amount which might be reasonably estimated to accrue from the sale of the said slaves and the tract of land aforesaid, under such final decree, would not be sufficient to pay or satisfy the indebtedness of the said defendants accruing by virtue of the said act and obligation accompanying the same, without taking into account the further indebtedness of the said defendants, accruing as hereinbefore stated, by virtue of their said original obligation for twenty thousand dollars, and the accompanying act of mortgage, assigned as aforesaid to your orator, by the said president, directors and company of the said Bank of Louisiana, hereinbefore offered to be produced at the hearing. And your orator, being so entitled, prays that such order be forthwith issued and such receiver appointed.

XX. And your orator, previously to this suit being brought, has often applied, and also caused application to be made to the said defendants, Alexander Compton and Elizabeth, his wife, requesting them to act towards your orator in such a way as is just and equitable, and as is hereby prayed, and to desist from the unreasonable and unjust practices herein mentioned. And your orator had well hoped that such his reasonable requests would have been complied with, but now so it is, may it please your honor, that the said defendants, contriving and confederating together, and with divers other persons at present unknown to your orator, but whose names, when disclosed, your orator prays he may be at liberty to insert and make parties defendant hereto, with proper and apt words to charge them; and contriving how to wrong and injure your orator in the premises, absolutely refuses to comply with such requests.

XXI. And the said defendants sometimes pretend that the deeds and mortgages aforesaid set forth in the said exhibits C, E, G, H, K, L, and M, are not now regarded by the parties thereto as at present inoperative, but that the same or some of them remain in full force; whereas your orator charges the direct contrary thereof to be the truth, and that the said deeds and mortgages are and have not been formally released, but are on the contrary *are* designedly by the said Alexander and Elizabeth kept in their original state and ostensibly operative, in order to create an apparent encumbrance upon the said slaves and other property therein mentioned, and thereby embarrass, hinder, and frustrate your orator in attempting to recover the said property, or enforce his rights touching the same. And the said defendants sometimes pretend that your orator is not entitled to the relief sought by this bill of complaint, but only to a portion of such relief; the direct contrary whereof your orator charges to be the truth, and charges further that there are now in the possession and under the control of the said defendants, Alexander and Elizabeth, or one of them, certain receipts against some or all the notes, judgments, and demands, ostensibly claimed by the said Warren H. Manadue in the said indenture of the 14th of August, 1848; also a certain deed of gift, or some deed or writing executed by the said Manadue in his lifetime conveying said slaves and land, or a portion thereof, to her the said Elizabeth; also some other deed or deeds, receipt or receipts, letters or papers written or having relation to the matters in question or some of them, whereby the truth of the statements or charges herein, or some of them, would clearly appear, and each of which receipts, deeds, letters and papers written on, your orator seeks from the said named defendants, and that they and each of them will give in answer to this bill a full description thereof, with all proper dates, so that the matters thereby alluded to may be plainly and succinctly manifest.

XXII. All which actings, doings, refusals and pretences, are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orator in the premises. To the end, therefore, that the said defendants may, if they can, show why your orator should

not have the relief hereby prayed, and may, according to the best and utmost of their several respective knowledge, remembrance, information and belief, full, true, direct, and perfect answer make to the matters contained in this bill of complaint and to such of the several interrogatories herein after mentioned, as by the note herein under written they are respectively required to answer, that is to say:

Interrogatory 1st. Please to examine the statements contained in the I, II, III and IV paragraphs of this bill of complaint. Are not those statements, all and singular, true in substance and in fact; are they not truly and correctly set forth; if nay, mention the particular statements which you say are not true or truly set forth, and state how the same should be stated in order to be true or truly set forth? Answer fully, to the best of your knowledge, remembrance, information and belief.

Interrogatory 2d. When did you remove from Louisiana to Texas; in what year and month and on what day of the month did you commence your journey; when did you arrive in Brazoria county? State with like particularity.

Interrogatory 3d. Did you, or either and which of you, remove and cause to be removed, and how, any, and what ones, of the slaves named in II paragraph of this bill; were those slaves, or any, and which of them, at the time of their said removal, mortgaged to the Commercial Bank of New Orleans by you, by virtue of the act first herein described; were you the mortgagors of said slaves; what slaves, specifying their names, sex and ages, did you, or either, and which of you, remove or cause to be removed out of the State of Louisiana into the Republic or State of Texas; did you accompany said slaves in their journey; how long were you on the way to Brazoria county; at what places and how long did you stop (if at any time more than three days) while on your way; did you while on your way sell, or otherwise dispose of, and how, any of the slaves mortgaged as aforesaid; if aye, to whom, and for what price and consideration in each case?

Interrogatory 4th. What increase was born of or added the number mortgaged as aforesaid, between the 5th of January, 1838 and the time of your leaving Louisiana as aforesaid; mention the name, sex, and age of each child so born; which ones of those children were removed to Texas with the rest; mention the age and life of each, and state what you have done with each one; to whom and for what prices have you sold said slaves, or any and which of them, or the increase, naming each, in Texas; how many of the original stock mortgaged have you now in your possession, and what ones, naming their sex and ages, and specifying the name of each; what increase or children of any of the said mortgaged slaves aforesaid have you in your possession, naming and specifying the age and sex of each; in whose possession are the slaves sold or disposed of in Texas by you; mention the slaves and the possessor of each slave by name?

Interrogatory 5th. Which of the mortgaged slaves before referred to did you leave in Louisiana on your departure for Texas; mention the name, sex and age of each?

Interrogatory 6th. Look at the list of slaves in the VI paragraph of this bill, and answer whether it is a true list of the names, ages and sex of those slaves which you removed or caused to be removed to Texas as aforesaid; is it a correct list? If nay, please to correct it, by attaching to your answer a full, true, and correct list of all and singular such slaves, specifying the name, sex and age of each.

Interrogatory 7th. Please to examine the several lists contained in the twelfth paragraph of this bill. Which ones of those slaves were named in the act first herein described; specify each one so named; which ones of those slaves are the offspring or issue of those named in said act; specify each; which ones of those slaves have you, or either of you, obtained by purchase or otherwise, and how, since your removal to Texas; which ones of the same have you obtained by exchange of any, and which, of the said mortgaged slaves in such case of such exchanges? If you say that you have obtained any of said slaves by purchase, then state the price or consideration you paid for each; was not such price or consideration in every, or in what particular instance or instances, the proceeds of some; and what portion of the property, or of some, and what ones of the slaves mortgaged by virtue of said original act to the said Commercial Bank of New Orleans, or to the said Bank of Louisiana, by your act of the sixth of April, 1836, and to which?

Interrogatory 8th. What slaves named in said XII paragraph are in your possession; which ones of them, naming them, have died in Texas; have the names of any, and which, of the mortgaged slaves aforesaid *have* been changed since they were first mortgaged to the said Commercial Bank of New Orleans; if aye, state both the original and altered name of every such slave; what is the present name of each one of them?

Interrogatory 9th. Is it not true that the said slaves named Reasin, Prude, Ishmael, Caroline, Morgan and George, aged about 30 years, or some, and which of them, were obtained by exchange; if aye, please give a full history and account of each and every such exchange, and name the slaves exchanged in each instance, and give the age and sex of each. If you have parted with or disposed of any of the slaves mortgaged by virtue of said act first herein described, state in whose possession is every such slave, where the possessor of every such slave lives, and the precise terms of such disposal in such instance?

Interrogatory 10th. Is it not true that all the slaves named in the indenture between Alexander Compton, Stephen A. Westervelt, and Warren H. Manadue, dated the fourteenth day of August, 1848, and purporting to be sold and conveyed to said Manadue, as mentioned and described in this bill; or if not all, then how many and which ones of them are in the possession of the said Alexander and Elizabeth, or one and which of them?

Interrogatory 11th. Is it not true that there is in the hands, possession, or control of the said Alexander and Elizabeth, or one and which of them, some receipt or receipts, deed of gift, or papers written

or having relation to the matters in question or some of them in this suit; if aye, please to insert in your answer a full description of every such deed of gift, or other deed, receipt, letter and paper, and produce the original of each, and file the same with your answer in this cause.

Interrogatory 12th. Have you, or one of you, not acquired certain slaves, since the date of the said mortgage, by exchanging therefor certain *slaves since the date of the said mortgage, by exchanging thereof certain* of the slaves so mortgaged, or by purchasing the slaves so acquired, by means of moneys or property derived from the sale of some of the slaves so mortgaged, or derived from the profits of their labor; if yea, state what slaves have been so acquired; their names, ages and description; how were they acquired, by exchange or by purchase; and what children have been born of the females since you acquired them?

XXIII. And that the said defendants, Alexander Compton and Elizabeth G. Compton, his wife, Hanson Alsbury, Stephen A. Westervelt, King Holston, Edward Purcell, William P. Norton, Isaac S. Calvit, William T. Austin, Colman M. Calvit, J. Greenville McNeel, Robert J. Townes, Morgan L. Smith, John Adriance, and Overton Young, administrator as aforesaid, may be bound by all the proceedings of this cause.

And that a receiver be appointed and authorized by your honor, upon such terms and with such direction as to your honor may seem meet, who shall be empowered and directed to take into his possession, without delay, and safely hold and keep, during the pendency of this cause, so that he shall have them forthcoming to abide the final decree of your honor herein, all and several the slaves herein before mentioned as having been mortgaged by the said Alexander Compton and Elizabeth, his wife, to your orator; and also as having been acquired by exchange or purchase through means of such mortgaged slaves, or the profits of their labor since the date of the said mortgage, together with all and singular the increase and offspring of the females of the said slaves, that have been born since the date of the said mortgage; and that the said receiver be also empowered and directed, either to hire out the said slaves, after his seizure thereof, to the highest bidders, under a scheme to be approved by your honor, or to manage them himself to the best advantage, and in such a manner as your honor may direct; and that he be also further empowered and directed forthwith to take possession of the tract of land herein before mentioned as having been purchased by the said Alexander Compton from Warren D. C. Hall, and to hold, manage, and administer the same, under the direction of your honor, receiving the rents and income thereof, as well as the hire or profits of the labor of the said slaves, and rendering such account of his receipts and expenses, and making such disposition of the funds coming into his hands, as may be ordered by your honor; and also, that a writ or writs of assistance, when necessary, issue from this honorable court, directed to the marshal of the United States for the district of Texas, or any of his lawful deputies, requiring and commanding him and them to aid, protect, and assist the said receiver

Exhibit A.

STATE OF LOUISIANA,
Parish of Rapides.

Be it known, that this day, before me, John Haines Johnston, parish judge and ex-officio notary public in and for the parish of Rapides, in the State of Louisiana, duly commissioned and qualified, personally came and appeared, 1st, Alexander Compton and his wife, Elizabeth Gracy Calvit; 2nd, William John Calvit and his wife, Mary Minerva Xavier Walker; 3d, and James Abraham Calvit and his wife, Minerva Neale, all of the said parish of Rapides, the said wives being of lawful age, and herein duly assisted and authorized by their said respective husbands for the full validity of these presents.

Which said appearers declared that they do by these presents acknowledge themselves to be jointly and truly indebted to the "Commercial Bank of New Orleans"—a corporate body of this State, established in the city of New Orleans—in the sum of sixty thousand dollars, being the amount of a loan granted unto them by the said corporation; and which said sum they, the said appearers, do hereby bind and obligate themselves, severally and in solido, to reimburse and repay to the said bank, in five equal instalments of one, two, three, four, and five years from the day of the date hereof; and as an acknowledgment and proof of the said loan, they, the said appearers, have delivered to James Gordon Bryce, esq., here present, acting in his capacity of attorney in fact of the said bank, by virtue of a resolution of the board of directors thereof, adopted the twentieth day of December instant, (a certified copy whereof is hereunto annexed in the margin for reference,) their written obligation for the said sum of sixty thousand dollars, subscribed by them under date of this day, and made payable at the banking-house of the said bank in the said city of New Orleans, to the president, directors, and company thereof, in one year after date; which said bond or obligation has been paraphed "Ne varietur," and countersigned by me, the said notary, to identify it with this act, according to law, and which is to be paid by them, the said subscribers, at the periods and in the manner hereinbefore expressed, to wit:

It is expressly agreed and covenanted by and between said parties, 1st. That the said first named appearers may, and they accordingly hereby bind and obligate themselves, severally and in solido, to pay at the expiration of each and every year for five years, in deduction of the said loan, the one-fifth part thereof, but not less, as well as the amount of discount for one year on the balance for which they will remain indebted unto the said bank, it being well understood that the said bond or obligation for the said sum of sixty thousand dollars shall remain in the possession of the president, directors, and company of the said bank, whose duty it shall be to endorse as a credit upon the said bond the said several payments as they may be made in deduction of the aforesaid loan, agreeably to these presents. 2nd. That if the first said appearers should fail to make the said payments, or any of

them, in capital and interest, in the manner and form and at the periods stipulated above and fixed, then and in that case they shall lose the right of prolonging their said payments, or any of them, as well as all other advantages which have been accorded to them; and shall moreover be subject to be prosecuted for the recovery of all sums for which they stand indebted to the said bank by virtue of these presents and by virtue of the said bond or obligation, as well in capital as in interest, or in costs incurred or hereafter to be incurred.

Now, therefore, to secure the full and punctual payment of the said sum of sixty thousand dollars principal, together with the interest thereon, to be made and effected at the periods and in the manner above expressed and stipulated, they, the first named appearers, moreover declared that they do by these presents mortgage, effect, and specially hypothecate unto the said "Commercial Bank of New Orleans" herein represented by the said James Gordon Bryce, esq., present as aforesaid, in his capacity of attorney in fact, and hereby accepting for the said bank, all and singular the landed property and slaves hereinafter described and named, to wit:

First. A certain tract or parcel of land established and situated in a certain plantation, situate in the said parish of Rapides, on the left bank (descending) of Red river, about nine miles below Alexandria, containing twenty-two hundred superficial acres, and bounded on the east by public lands; on the west by the aforesaid River, upon which it fronts; on the north by the lands of Richard George, and public lands, and on the south by public land, together with all the buildings and improvements thereon, of every nature and kind whatsoever, and all the appurtenances thereunto belonging, or in anywise appertaining, without any exception or reservation whatever.

Secondly. And eighty-seven slaves now on and attached to the said plantation, of the names, sexes, and ages following, to wit:

Names.	Sex.	Age.	Names.	Sex.	Age.
		years.			years.
Henry	Male	28	Haisty	Female	24
Presley	"	24	Leny	"	24
John	"	22	Ann	"	24
Sam	"	22	Ned	Male	17
Stephen	"	35	Little Ned	"	12
Mark	"	35	Ransom	"	18
Jack	"	35	Bill	"	28
John Pierre	"	40	Pompey	"	22
Anthony	"	40	Sally	Female	25
Lanty	Female	18	Alice	"	22
Cloey	"	19	Milly	"	25
Aggy	"	19	Sylvia	"	22
Harry	Male	18	Lizzy	"	16

Names.	Sex.	Age.	Names.	Sex.	Age.
Cross - - - -	Male	20	Caroline - - -	Female	13
Sally and child -	Female	35	Mary (child) - -	"	1
Horace - - - -	Male	1	Dick (child) - -	Male	1
Polly - - - -	Female	35	Susan (child) -	Female	1
Delia and child -	"	20	Sophia - - -	"	26
Napoleon - - -	Male	1	Frances - - -	"	1
Joshua - - - -	"	14	Caleb - - - -	Male	30
Little Park - -	"	14	Sam - - - -	"	45
Harriet - - - -	Female	12	Mat - - - -	"	40
Sarah - - - -	"	12	Park - - - -	"	35
Little Aggy - -	"	10	Little Ben - -	"	33
Susan - - - -	"	9	Stephen - - -	"	20
Bonaparte - - -	Male	6	Charity - - -	Female	37
Sylvia and child -	Female	20	Alexander - -	Male	12
Peyton - - - -	Male	35	Little Rachael -	Female	10
Washington - -	"	21	Fanny - - -	"	35
Jack Garrett - -	"	19	Yellow Henry -	Male	28
Jim Banks - -	"	29	Wesley - - -	"	24
Davy - - - -	"	33	Charlotte and child	Female	26
Minor - - - -	"	36	Sam - - - -	Male	1
Big Bill - - -	"	30	Maria - - - -	Female	3
King - - - -	"	27	Andrew - - -	Male	6
Little Mat - - -	"	19	Sophia - - -	Female	10
Burke - - - -	"	40	Nelly - - - -	"	13
Little Bill - - -	"	11	Rose - - - -	"	25
Carey - - - -	"	27	Bob - - - -	Male	14
Beck - - - -	Female	30	Tom - - - -	"	24
Charlotte - - -	"	19	Randall - - -	"	15
Anna - - - -	"	24	Barbara - - -	Female	27
Sandy - - - -	Male	18	Lucy - - - -	"	15
L. Ann - - - -	Female	14	Briscoe - - -	Male	27

Which said landed property and slaves are the true and lawful property of the said mortgagors, as has been satisfactorily shown and proven to the said bank.

And the said mortgagors do moreover obligate and bind themselves, by these presents, not to sell, alienate, deteriorate or encumber the said mortgaged premises, to the prejudice of this mortgage, and do hereby confess judgment for the said sum of sixty thousand dollars, so to be paid as aforesaid; and if against the true intent and meaning of this present clause, the said mortgagors should sell, alienate or encumber the said property and slaves, or any part thereof, or should dispose of the same in any manner, every such contract or disposition made to the prejudice of or contrary to the conditions contained in this said clause, shall be null and void, as respects the said bank, whose rights and privileges shall in no manner be altered or affected by any such sale,

alienation, mortgage or disposition whatsoever. The said bank reserving to itself the rights, privileges, and powers necessary in case of failure on the part of the said mortgagors to comply with any of the obligations hereinbefore imposed upon them, to procure an order of seizure and sale, and sell the above mortgaged property and slaves as already described, for cash, and without an appraisement, after an advertisement for at least thirty days in the French and English languages, which said property and slaves moreover may be seized in whatever hands the same, or any part thereof, may be found, in the same manner and with the same facilities that they could be seized in the hands of the said mortgagors, notwithstanding any sale or change in the title or possession thereof by descent or otherwise.

And the aforesaid wives now declared that in becoming parties to these presents, it is their wish and intention to release in favor of the said Commercial Bank of New Orleans the said mortgaged premises, from the matrimonial, dotal, paraphernal and other rights, and from any claims, mortgages, or privileges to which they may be entitled, whether by virtue of their marriages with their said respective husbands, or otherwise.

Whereupon I, the said notary, did inform the said wives, apart and out of the hearing of their said respective husbands, that they severally had by law a legal mortgage upon the property of their said husbands: First, for the restitution of their dowries, and for the re-investment of the dotal property sold by their said husbands, and which they brought in marriage, reckoning from the celebration of the marriage. Secondly, for the restitution and re-investment of the dotal property by them respectively acquired since marriage, whether by succession or donation, from the day the succession was opened or the donation perfected. Thirdly, For nuptial presents. Fourthly, For debts by them contracted with their respective husbands; and Fifthly, for the amount of their paraphernal property alienated by them, and received by their said husbands, or otherwise disposed of for the individual interest of their said husbands.

And the said wives did thereupon declare unto me, notary, that they were fully aware of and acquainted with the nature and extent of the matrimonial, dotal, paraphernal and other rights and privileges thus secured to them by law, on the property of their said respective husbands, and that nevertheless they persisted in their intention of renouncing, not only all the rights, claims, and privileges hereinbefore enumerated and described, but all others of any nature or kind whatsoever, to which they may be entitled by any laws now in force in the said State of Louisiana.

And the aforesaid husbands being now present aiding and authorizing their said respective wives, did again severally, that they did and do hereby make a formal renunciation and relinquishment of all their said matrimonial, dotal, paraphernal and other rights and privileges, in favor of the said Commercial Bank of New Orleans, binding themselves and their respective heirs, at all times, to sustain and acknowledge the full force and validity of these persents.

By reference to the annexed certificate of the parish judge, in and for the parish of Rapides, dated this day, it appears that there exists on the records of his office the following mortgages, to wit: A special mortgage in the names of Alexander Compton and his wife, and William J. Calvit and his wife, in favor of the Bank of Louisiana, on the following described lands and slaves, to wit: One tract of land, situated on the left bank of Red river, in descending, adjoining land formerly owned by Seaborn D. Janes on the upper side, containing the quantity of eighteen hundred ; more or less, and being the same purchased by Waters and Beaman, at a probate sale of the succession of William Ogden, deceased, with the improvements thereon; one tract of land adjoining the above described tract, containing the quantity of four hundred and four $\frac{82}{100}$, more or less, and being the same purchased by Waters and Beaman from Seaborn D. Janes; the above two described tracts of land being the same conveyed by William Waters and Carter Beaman to Alexander Compton and William J. Calvit by two separate deeds of record in the office of the parish judge of Rapides; Burke, negro man, aged about forty-five years, Maria 30, Mathison 20, Washington 25, Dave 36, Jack 20, King 21, Billy 35, Peyton 25, James Banks 30, Milly 26, and her child Julia, Becky 25, Betsey 18, Sylvia 19, Alsey 19, Carey 21, Anna 21, Charlotte 23, and her , Lizzy 15, Eveline 13, Margaret 28, William 8, Henry 22, Sam 24, Presley 22, John 22, Hardy 25, Stephney 18, Jack 40, Anthony 45, Mark 40, Haisty, 22, Seny 25, Sylvia 18, Ann 25, Ransom 14, and Little Ned, 11 years old; to secure the payment of the sum of twenty thousand dollars. Recorded the 6th day of April, 1836. Also one other special mortgage in the name of William J. Calvit, in favor of Carter Beaman, on the one undivided half of the land above described; and also on the one undivided half of the following land and slaves, to wit: One other tract of land, situated on the left bank of Red river, in descending bounded above by the tracts of land first described in the said certificate, and containing the quantity of two hundred , more or less; purchased by Compton and Beaman at a probate sale of property belonging to the succession of Charles and Dorcas Curtis, deceased. One other tract, situated in the parish aforesaid, on the left bank of Red river, descending, bounded above by the above described tract of land, having a front on said river of three and one-third , more or less, with a depth that may be found in the title, being the same conveyed by Philip D. Mason to Compton and Beaman by deed of record in the office of the parish judge of Rapides; Burke, aged about forty years, Minor 30, Mathison 20, Washington 28, Dave 26, Jack 20, King 31, Billy 35, Peyton 25, James Banks 30, Milly 26, Becky 25, Betsy 21, Sylvia 19, Alsey 19, Carey 21, Anna 21, Charlotte 23, Lizzy 15, and Charlotte's child not named, Eveline 13, William 8, Margaret 28, Henry 22, Sam 24, Presley 22, John 22, Hardy 25, Stepney 18, Jack 40, Anthony 45, Mark 40, Haisty 22, Seney 25, Sylvia 18, Ann 25, Ransom 14, Little Ned, 11 years old; to secure the payment of the sum of eleven thousand six hundred and sixty-six dollars and sixty-six and two-thirds cents, due and payable the sixth day

of January, eighteen hundred and thirty-eight, being the note given by the said William J. Calvit for the second instalment of the purchase-money for the undivided half of the said land and slaves; the notes for the first and third instalments being crossed and filed in this office and cancelled. The mortgage aforesaid being filed and recorded in the office of the judge of the parish of Rapides on the seventh day of January, 1836.

It will also appear by the said certificate, that the following recorded judgments exist on the records of the office of the said parish judge, to wit:

One in favor of Reuben Jackson against Alexander Compton, for one hundred and seventy-one dollars and $\frac{71}{100}$, with 10 per cent. interest from the thirteenth June, 1836, with $3 cost of protest and costs of suit. Recorded the 9th of December, 1836.

One other in favor of Richard Winn against Alexander Compton, for one hundred and seventy-eight $\frac{86}{100}$ dollars, with 10 per cent. interest from the 1st November, 1836, and costs. Recorded the 9th of December, 1836.

One other judgment in favor of Dubois and Gannettson against Alexander Compton, for three hundred and twenty-seven $\frac{50}{100}$ dollars, with interest at 10 per cent. from the 15th April, 1834, and costs. Recorded the 9th of December, 1836.

One other in favor of C. A. Bullard against Alexander Compton, for five hundred dollars, with 10 per cent. interest from the 11th May, 1836, and costs, $2 costs of protest. Recorded the 9th December, 1836.

And that no other mortgage, special or judicial, exists on the records of his office in the names of Alexander Compton and his wife, and William J. Calvit and his wife, James A. Calvit and his wife, Carter Beaman, Isaac Thomas, William Ogden, Philip D. Mason, Alexander Mason, and William Waters, or either of them, affecting or operating on the land and slaves described in this act.

Thus done and passed in my office in the presence of Patrick Berry and William R. Leckie, witnesses of lawful age, and domiciliated in this parish, who hereunto subscribed their names, together with the said parties, and me, the said parish judge, this fifth day of the month of January, in the year of our Lord one thousand eight hundred and thirty-eight.

ALEX. COMPTON,
ELIZABETH G. COMPTON,
WM. J. CALVIT,
MINERVA M. X. CALVIT,
J. A. CALVIT,
MINERVA CALVIT.

J. G. BRYCE, *Att'y for the Bank.*

Witnesses: P. BARRY,
WM. R. LECKIE.

Done and passed before me,

JOHN H. JOHNSTON, *Par. Judge.*

I certify the foregoing to be a true copy of the orignal on file and of record in my office.

Given under my hand and seal of office, as parish judge in and for the parish of Rapides, this 6th day of January, 1838.

[SEAL.]

JOHN H. JOHNSTON,
Par. Judge.

Exhibit C.

REPUBLIC OF TEXAS,
County of Brazoria.

Be it remembered, that on the twenty-first day of August, one thousand eight hundred and forty-three, before the witnesses whose names appear at the end of this act, personally came and appeared Alexander Compton, a citizen of the county aforesaid, who acknowledged and declared that he is indebted to Walter Smith, a citizen of said county, the sum nine hundred and twenty-five dollars, payable to the order of the said Walter Smith on the first day of January next, (1844,) which said indebtedness is evidenced by a certain promissory note bearing even date with these presents, made payable to the order of the said Walter Smith on the first day of January next, (1844,) for the said sum of nine hundred and twenty-five dollars, and signed by the said Alexander Compton. And the said Alexander Compton being desirous of securing the payment of said debt to the full and entire satisfaction of the said Walter Smith, he hath bargained and sold, and by this act he doth bargain, sell, release, and convey in trust to Hanson Alsbury and William T. Austin, citizens of the county aforesaid, for the use and benefit of the said Walter Smith, his heirs, executors, administrators, and assigns, two certain negro slaves, to wit, a certain negro boy named Bill, aged about sixteen years, and also a certain negro girl named Mary Ann, aged about fifteen years; and it is stipulated and agreed by these presents, by and between the said Alexander Compton and the said Walter Smith, that in case the said sum of nine hundred and twenty-five dollars, for the security of the payment of which this deed of trust is made and executed, is not promptly paid at the maturity of said debt, that it shall be competent and lawful for the said Hanson Alsbury and William T. Austin, trustees in the premises, upon giving thirty days' public notice by posting notice in three or more public places in the county aforesaid, and by causing notice of default of payment thereof to be served on the said Alexander Compton, to proceed and sell said negro slaves at public auction, at the court-house door, in the town of Brazoria, in said county, provided that both aforesaid negroes shall bring at least the sum of one thousand dollars in cash; and in event of said sale being made as aforesaid, the said Walter Smith is hereby authorized to purchase and bid on said negroes, either in person or by attorney, provided the sum of one thousand dollars is bid for the same. And the

said Alexander Compton and Walter Smith do hereby further stipulate and agree, that in event of default of the payment of said debt, for the security of which this deed of trust is made and executed, that the said Hanson Alsbury and William T. Austin are by these presents vested with full and ample authority, as trustees in the premises, to execute this deed of trust in accordance with the foregoing stipulations; and that in the event of a sale being made by said trustees as aforesaid, they shall be, and by these presents, fully authorized to make a perfect bill of sale of said negro slaves to the purchaser or purchasers thereof, and to thereupon deliver possession of said property to the purchaser; and they will then be required to make a settlement of the whole transaction, and pay over to the said Alexander Compton the amount of balance which may be due to him after paying said debt, and to give him an entire discharge from any further liability in the premises; and it is also further agreed by and between the parties at interest in the premises, that the said Alexander Compton now having possession of said negro slaves, that he shall be at liberty to retain possession of the same until the day of sale in event of default as aforesaid, but should the said Alexander Compton pay the said sum of nine hundred dollars, for the security of the payment of which this deed of trust is made at maturity, or any time previous to the sale under said trust being made, then in that case the deed of trust shall be null and void, otherwise shall be and remain in full force and virtue. In testimony whereof we have hereunto set our hands, and (scrolls) for seals, the day and date first above written, in presence of the undersigned witnesses.

ALEXANDER COMPTON, [SEAL.]
WALTER SMITH. [SEAL.]

Signed, sealed and delivered, in presence of—

WM. J. KYLE,
WM. T. AUSTIN.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared William T. Austin, one of the subscribing witnesses to the within instrument, who being duly sworn declared that he was present, and did see Alexander Compton and Walter Smith, whose names appear at the end thereof, sign and seal the same for the purposes therein contained.

Given under my hand at office, this 23d day of September, A. D. 1843.

M. B. WILLIAMSON,
Clerk.

REPUBLIC OF TEXAS,
County of Brazoria.

Before the witnesses whose names appear at the end of this act, personally came and appeared Hanson Alsbury and Wm. T. Austin, trustees named in the foregoing deed of trust, who consented to and accepted of the foregoing trust, and bind themselves, their heirs, &c., to execute the duties of the foregoing trust, conferred upon them in accordance with the stipulations therein contained.

HANSON ALSBURY,
WM. T. AUSTIN.

Signed in presence of undersigned witness—
WM. J. KYLE.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared William T. Austin, Wm. J. Kyle, who being duly sworn declared that they were present, and did see H. Alsbury, whose name appears to the end of the annexed instrument, who acknowledged that they signed the said acceptance for the purpose therein contained.

Given under my hand at office, this 26th day of September, 1843.

M. B. WILLIAMSON,
Clerk.

Filed 5th September, 1843.

Exhibit D.

This indenture, made and entered into this eighth day of March, one thousand eight hundred and forty-four, between Alexander Compton of the first part, S. M. Westevelt and King Holston of the second part, and Edward Pursell of the third part, all of Brazoria county: Whereas the said Alexander Compton has this day executed four several promissory notes, payable to the said Edward Pursell or order, the first for the sum of four thousand seven hundred and seventy dollars and ninety-nine cents, the second for the sum of fifteen hundred dollars, the third for the sum of thirteen hundred dollars, and the fourth for the sum of five hundred dollars, all bearing ten per cent. per annum interest from the date thereof, and due on or before the first day of January next, and being desirous of securing the punctual payment of the same: Now this indenture witnesseth, that the said Alexander Compton, in consideration of the premises, and of one dollar to him in hand paid, has sold, and by these presents does grant, bargain, sell and convey unto the said Westervelt and Holston, and to their heirs, executors, administrators and assigns forever, the following described property, real and personal, viz: all the right, title, interest or claim which the said Compton has in and to a certain tract or parcel of land

situate in Oyster Creek, in said county, containing about eight hundred and thirty acres, being the same which the said Compton purchased from Warren D. C. Hall. All the farming utensels on said plantation, household or kitchen furniture, stock of cattle, horses, hogs, &c., corn and provisions of every kind on said plantation, and every other species of personal property on or attached to said plantation, not before enumerated; the crop of corn and cotton now growing, or which may be made on said plantation, in future, until said notes are paid; all personal property which may be made or placed on said plantation, or substituted for other things or articles which may have been used, consumed or destroyed on said plantation, until said notes are paid; and the following named slaves, with the future increase of the females, viz: Stephen, a black, aged fifty, his wife Prude, a mulatto, aged thirty-seven, and their child Maria, aged five years; Henry, a black, aged thirty-five, his wife Ann, aged thirty, and their children, Lucinda, aged fifteen, and Mat, aged ten; Sam, a black, aged twenty-seven, and his wife Little Ann, aged twenty-five years, and their children, John, a black, aged ten, and Tabby, aged five; Burke, a black, aged forty-five, his wife Becky, aged thirty-seven, and two children, Mary, aged ten. and Tony, aged eight; Jack, a black, aged twenty-seven; Minor, a black, aged twenty-seven; Jim, a black, aged thirty-five, and wife Rachel, a black, aged fifty, and her child; Big Ned, a black, aged twenty-one; Little Ned, a black, aged eighteen; Bill, a black, aged fifteen, Lizzy, aged twenty; Jule, aged twenty-two, and two children, Palin, aged seven, and Sam, aged two; Presley, a black, aged twenty-seven, and wife Sely, aged thirty-five, and three children, viz: Mary Ann, a mulatto, aged fifteen, Dick, a mulatto, aged thirteen, and Gaston, a mulatto, aged seven; David, a black, aged twenty-two, and wife Betsy, a black, aged twenty-eight; and Ransom, a mulatto, aged twenty-one years. The increase of the stock of horses, cattle, hogs, &c. The plantation is the same on which the said Compton now resides; and the said Compton binds himself, his heirs, &c., to warrant and forever defend the title to the personal property before mentioned, unto the said Westervelt and Holston, and their heirs and assigns, against the claim or claims of all and every person or persons whomsoever. To have and to hold all said property unto them, the said Westervelt and Holston, and their heirs, &c.; upon trust, nevertheless, that the said Compton, his heirs, &c., shall be permitted to remain in the quiet possession of said property, to cultivate said farm or plantation, and to use the farming utensils, and other articles or things which may be necessary to make the crops, until default is made in the payment of said notes, in whole or in part. It shall be the duty of the said Westervelt or Holston, or either of them, upon being requested by the said Purcell or by the holder or holders of said notes, or of either of them, to proceed and sell for cash to the highest bidder the whole or a sufficient portion of said property to pay and discharge said notes, or either of them, after having first given thirty days' notice, by written advertisement, to be posted at one or more public places, of the time and place of such sale, and out of the

proceeds of such sale or sales, pay first the costs incident to the execution of this trust, then the debt which may be due, and the remainder if any, after the payment of all said notes, shall be paid to the said Compton, or to his legal representative: the sale or sales shall be made at such time and places as the said Westervelt or Holston or either of them may designate: and the said Alexander Compton binds himself, and his heirs, &c., to deliver and surrender said property to said Westervelt and Holston, or to either of them, whenever required so to do, and in default of his complying with this undertaking, the said Westervelt and Holston, or either of them, may proceed and sell the same by description, as though it was in his or their possession, and ready to be delivered to the purchaser. But if the said several promissory notes shal lbe paid without a resort to a sale of said property, then this indenture shall become null and void as to the property which shall not have been sold. In witness whereof the said parties have hereunto set their hands and affixed their scrolls for seals; the date first above written.

ALEXANDER COMPTON, [SEAL.]
KING HOLSTIEN, [SEAL.]
S. M. WESTERVELT, [SEAL.]
EDWARD PURCELL, [SEAL.]

Witness:
WM. J. BRYAN,
LEON'D W. GRACE,
R. J. TOWNES.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court, and recorder in and for the county aforesaid, personally came and appeared R. J. Townes, one of the subscribing witnesses to the foregoing instrument, who being duly sworn, declared that he was present and did see Alexander Compton, King Holstien, S. M. Westervelt, and Edward Purcell, whose names appear to the end thereof, sign and seal the same for the purposes therein contained.

Given under my hand at office, this 19th day of March, 1844.

M. B. WILLIAMSON, *Clerk.*

Filed for record, this 19th day of March, A. D. 1844.

Exhibit E.

REPUBLIC OF TEXAS,
County of Brazoria.

Know all men by these presents, that I, Alexander Compton, of said county, have bargained, sold and conveyed, and by these presents do bargain, sell and convey, unto William P. Morton, his heirs or assigns, for the sum of one thousand dollars to me in hand paid, the receipt of which is hereby acknowledged, the following negroes, (viz:) Big Ned, aged twenty-two years, and Little Ned, slave, of dark complexion; and

I do for myself, my heirs, executors and administrators, warrant said negro slaves for life, and sound of mind and body, and free from all incumbrance. The condition of the above conveyance is such, that whereas I have this day executed to the said W. P. Morton my promissory note, for the sum of one thousand dollars, bearing even date with this instrument, and payable the 1st of March, 1845; and whereas I am desirous of securing to said Morton the payment of said note: Now, if I shall well and truly pay or cause to be paid said note at maturity, then the above conveyance to be null and void, otherwise to remain in full force and virtue. In testimony of which I have hereunto set my hand and affixed a scroll seal.

ALEXANDER COMPTON, [SEAL.]

Witness:
J. H. HERNDON,
S. M. WESTERVELT.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court, and recorder in and for the county aforesaid, personally came and appeared John H. Herndon, one of the subscribing witnesses to the annexed instrument, who being duly sworn, declared that he was present and did see Alexander Compton, whose name appears at the end thereof, sign and seal the same, for the purpose therein contained.

Given under my hand at office, this 20th day of March, 1844.

M. B. WILLIAMSON, *Clerk.*

Filed this 20th March, 1844.

Exhibits F.

REPUBLIC OF TEXAS,
County of Brazoria.

Know all men by these presents, that I, Alexander Compton, of the said county, for and in consideration of fifteen thousand dollars, to me in hand paid or secured to be paid by Isaac S. Calvit of said county, have sold, and by these presents do grant, bargain, sell and convey unto the said Calvit, and to his heirs, executors, administrators and assigns forever, the following described real and personal estate, to wit: all my right, title and interest, in and to the tract of land situated on Oyster creek in said county, and which I now reside, and containing about eight hundred acres, more or less; also the following named slaves, viz: Stephen, aged fifty, and wife Prude, forty, and child Maria 6; Henry, aged thirty-five, wife Ann thirty, and child Mat 9; Lucinda, aged fourteen, and child Ann, an infant; Burke, aged forty, wife Becky 30, and two children, viz. Mary, aged 8, Loucy 6; Rachel, aged fifty, Jim 35, Big Ned 22, Ransom 22, Little Ned 19; Dave 30, wife Betsy 25, Sely 35, Presley 30, and child Gaston 8; Mary Ann 15; Dick 13, Jack 25, Bilf 17; Lizzy 18, Sam 35, wife Ann 30, and two children, namely, John 12, and Sally 16; Jule 22, and two children,

viz. Palin 5, and Santa Anna 2 years of age; also all the stock of horses, mules, cattle and hogs, on or belonging to said plantation, the wagons, carts, and farming utensils on said plantation; household and kitchen furniture, and every other species of personal property belonging to me on said plantation, together with the future increase of said negroes and said stock: to have and to hold the same unto him, the said Calvit, and his heirs and assigns forever. In testimony whereof I have hereunto set my hand and affixed my scroll for seal, 23d day of May, 1845.

ALEXANDER COMPTON, [SEAL.]

Witness:
RICHARD F. HODGS,
AUGUSTUS O. SHARP.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared Alexander Compton, whose name appears to the end of the foregoing instrument, who acknowledged that he signed and sealed the same for the purposes therein contained.

Given under my hand at office, this 8th day of July, 1845.

M. B. WILLIAMSON,
Clerk.

Filed this 8th July, 1845.

Exhibit G.

This indenture, made this sixth day of December, one thousand eight hundred and forty-two, between Alexander Compton of the one part, and William T. Austin, of the other part, both of Brazoria county: Whereas the said Compton has on the day of the date hereof executed in favor of the said Austin a promissory note payable to his order for two thousand five hundred and eighty-seven dollars and sixty cents, ($2587\frac{60}{100}$,) on or before the first day of January, 1844, which the said Compton is desirous of securing:

Now this indenture witnesseth, that the said Compton, in consideration of the premises, and one dollar to him in hand paid, has sold, and by these presents does grant, bargain, sell, mortgage, and convey unto the said Austin and his heirs, executors, administrators, and assigns forever, the following named negro slaves, with their future increase, viz: David, aged about thirty-five, and his wife Betsy, aged about thirty years; Sam, aged about twenty-eight, and his wife Ann, aged about twenty-two years. And the said Compton binds himself, his heirs, &c., to warrant and forever defend the title of said slaves, with their future increase, unto him, the said Austin and his heirs, &c., against the claim of all persons whatever. But until the said debt shall become due, the said Compton, his heirs, &c., shall remain in

the quiet and peaceable possession of said slaves; but if he shall fail to pay the note at maturity, it shall be lawful for the said Austin, his heirs, executors, administrators or assigns, to proceed and foreclose this mortgage according to law.

In testimony, the parties have hereunto set their hands and affixed their scrolls for seals the date first above written.

ALEXANDER COMPTON, [SEAL.]
WM. T. AUSTIN. [SEAL.]

Witness:
R. J. TOWNES,
EDWARD PURCELL.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared Alexander Compton and William T. Austin, whose names appear to the end of the within instrument, who acknowledge that they signed the same for the purposes therein contained.

Given under my hand at office, this 7th day of December, 1842.

MAT. B. WILLIAMSON,
Clerk C. C. B. C.

Filed 7th December, 1842.

Exhibit H.

REPUBLIC OF TEXAS,
County of Brazoria.

Know all men by these presents, that I, Alexander Compton, of the county aforesaid, for and in consideration of the sum of ten dollars to me in hand paid by Edward Purcell, of the same county, the receipt of which is hereby acknowledged, and for the further consideration hereafter mentioned, have sold, and by these presents do grant, bargain, sell, mortgage, release, and convey unto the said Purcell and unto his heirs, executors, administrators and assigns forever, the following named negro slaves, viz: Jack, aged about twenty-two; Henry, aged about thirty-five; and his wife, about thirty, named Ann; and their daughter Lucinda, aged about fourteen; Bill, aged about eighteen; Sam, aged about twenty-eight; and his wife Eliza, or Lizzey, aged about twenty years, together with the future increase of the families of said slaves; and I covenant and agree with the said Purcell, his heirs, &c., as follows: That I am the legal owner and possessor of said slaves; that they are sound in body and in mind; that they are slaves for life; that they are free from encumbrance; and that I will warrant and defend the title against the legal claim and title of all and every person whomsoever.

The conditions of this sale and mortgage are such, that if I shall well and truly pay and discharge two promissory notes drawn by me in

favor of said Purcell or order, for the sum of two thousand two hundred and thirteen dollars fifty-three cents, each bearing even date with this deed, and payable, one on the first day of January next, and the other on the first day of January next thereafter, with ten per cent. per annum interest thereon from the first day of April next, as the said notes shall respectively become due, then this indenture and every thing herein is to be null and void, otherwise the same is to remain in full force and effect. And the mortgagee, his heirs, executors, administrators, and assigns, may proceed and foreclose the mortgage, according to law. But until it shall become necessary to effect a sale under this deed, I am to remain in quiet and peaceable possession of the property aforesaid, and receive the rents and profits thereof, and I sign this deed with the said Purcell present, and accepting this 29th March, 1843, and affix scrolls per seals.

ALEXANDER COMPTON, [SEAL.]
EDWARD PURCELL. [SEAL.]

Witness: R. J. TOWNES,
WARREN D. C. HALL.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared Robert J. Townes, one of the subscribing witnesses to the foregoing instrument, who being duly sworn declared that he was present and did see Alexander Compton and Edward Purcell, whose names appear at the end thereof, sign and seal the same for the purposes therein contained.

Given under my hand at office, this 29th day of March, 1843.

M. B. WILLIAMSON, *Clerk.*

Filed 29th March, 1843.

Exhibit I.

In the town of Brazoria, on this the eighteenth day of December, A. D. 1840, before me, William P. Leatt, chief justice and ex-officio notary public in and for the county of Brazoria and Republic of Texas, appeared Alexander Compton, of the said county and republic, whom I know, and to whose acts I give faith and credit, and said that he admits that he gives in real and public sale and perpetual alienation, by way of succession right forever, to Colman M. Calvit of the same county and republic, one negro girl named Caroline, aged about (16) years; and the said Alexander Compton declared that he has not sold, alienated, or mortgaged the said negro girl Caroline, and that she is free from all charge or encumbrance whatever, and as such, the said Compton sells to him, the said Calvit, together with the increase of the said negro girl, for the sum of eight hundred ($800) dollars, which he acknowledges to have received to his satisfaction, and renounces the laws "non numerata pecunia, no entrega y prueba," and declares

that eight hundred dollars is the just and full price and real value of the said negro girl; that she is not worth more, nor has he found any person who would give him more for her, and if it be or can be worth more of the excess, be the amount little or much, he makes a perfect and irrevocable gift and donation in favor of the buyer, with the record and the necessary security, and from this day forward forever he dispossesses himself of, *divests* from, quits and relinquishes, and so do his heirs and successors, the dominion or property, possession, title, voice, *reconise*, and every other right to the said negro girl slave to which he may have a claim, in favor of the buyer; and yields and renounces, and transfers the same to him with its action, real, unreal, mixed, direct, and executive, that he may possess, enjoy, exchange, alienate, use, and dispose of it at his pleasure as his own acquired right, or legitimate and just title, his successors or assigns, or whom shall have cause from him or from them, he, the said Compton, binds himself to prove and make good this title and sale; and he confers upon the buyer an irrevocable power, with a free, unreserved, and general administration, and constitutes him attorney and agent in his own cause, that of his own authority he may possess himself of the said negro girl Caroline, and take of her the real possession which he may of right claim, and to the observance of all of the aforesaid, he binds his person and goods present and future, and with them submits himself to the jurisdiction and the powers of the tribunal which ought to take cognizance of this matter, that they may compel and oblige him by all the provisions of law and executive process, as by a definitive sentence of a competent tribunal pass with the force of res judicature and allowed. He renounces all laws which might favor him. This he admits, and signs with me and witnesses according to law.

ALEX. COMPTON.
WM. P. SCOTT,
Chief Justice and ex-officio Notary Public.

Witness: EDWIN WALLER,
M. AUSTIN BRYAN.

Filed 23d December, 1840.

Exhibit J.

REPUBLIC OF TEXAS,
County of Brazoria.

Know all men by these presents, that I, Alexander Compton, of said county, for and in consideration of the sum of twenty thousand dollars to me in hand paid by King Holston, a citizen of the county aforesaid, the receipt whereof is hereby acknowledged, have bargained, sold, conveyed, and delivered possession, and by this act do grant, bargain, sell, convey, and deliver possession unto him, the said King Holston, and unto his heirs, executors, administrators, or assigns, the following described negro slaves, to wit: Negro man Henry, aged thirty-five years, and his wife Ann, aged thirty-five years, and their two chil-

dren, Lucinda, aged twelve years, and Mat, aged six years; negro man Dave, aged thirty-five years, and his wife Betsey, aged thirty years; negro man Stephen, aged fifty years; Presley, aged twenty-five years; Sam, aged twenty-two years; Jack, aged twenty-two years; Ransom, aged twenty years; Ned, aged sixteen years; Burke, aged forty years, and his wife Becky, aged thirty years, and their two children, Mary, aged five, and Louisa, aged three years; Taby, aged thirty-five years, and her children, Ann, aged fifteen years; Dick, aged ten years; Dicy, aged six years; Gasten, aged two years; Minor, aged thirty-five years, and his wife Prude, aged thirty-five years, and their child Maria, aged four years; Jim, aged thirty-eight years, and his wife Rachel, aged forty years; Jule, aged twenty years, and her children, Pattin, aged four years; Little Ann, aged twenty years; Lizzy, aged eighteen years; Caroline, aged sixteen years; Little Bill, aged fifteen years; George, aged twelve years; Taby, aged four years, and John, aged eight years; making thirty-six in number. And I declare that said negroes belong to me, and that they are slaves for life, and as such, they are sold to him, the said King Holston, his heirs, executors, administrators, or assigns, hereby binding and obligating myself, my heirs, executors, administrators, or assigns, to warrant and defend the title of the same as aforesaid, unto him or them, and unto his or their own proper use and behoof forever, hereby authorizing the said purchaser to use and dispose of, and enjoy said property as acquired by a just and legal title.

In testimony whereof, I have hereto set my hand and private seal, in presence of the undersigned witnesses, this tenth day of November, eighteen hundred and forty.

ALEXANDER COMPTON.

Witness: WM. T. AUSTIN,
JAMES RAY.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, deputy clerk and recorder in and for the county aforesaid, personally came and appeared Alexander Compton, whose name is signed at the end of the annexed instrument, and acknowledged that he signed the same for the purpose therein contained.

Given under my hand at office, this 19th day of Dec., 1840.

MAT. B. WILLIAMSON,
Recorder.

Filed 19th Dec., 1840.

Exhibit K.

Know all men by these presents, that whereas I, Alexander Compton, of the county of Brazoria, have this day executed in favor of Edward Purcell or order, two promissory notes for the sum of seven hundred and one dollars and seventy cents, each with ten per cent. per annum interest thereon, from the date thereof, one payable on the

first day of January, 1845, and the other on the first day of January, 1846, and being desirous of securing the punctual payment of the same: Now, in consideration of the premises, and of two dollars to me in hand paid, have sold, and by these presents do grant, bargain, sell, mortgage, and convey unto the said Purcell and to his heirs, executors, administrators, and assigns forever, the following named negro slaves, viz., a negro man named Ishmael, aged about fifty-five years; negro man George, aged about thirty, and negro man named Morgan, aged about thirty-five years; and I bind myself, my heirs, &c., to forever warrant and defend the title to said slaves, and each of them, to him, the said Purcell, and his heirs, &c., against the legal claim of all and every person whomsoever. But, until default is made in the payment of said notes, or either of them, the said Compton shall remain in the quiet and peaceable possession of said slaves; and whenever default is made in the payment of said notes, or either of them, it shall and may be lawful for the said Purcell, his heirs, executors, administrators, and assigns, to proceed and foreclose the mortgage in such manner as the law may direct. But, if the said notes shall be paid without a resort to the sale of said property, then this indenture shall be null and void and of no effect, otherwise to remain in full force.

In testimony whereof, I do hereto set my hand and affix my scroll for seal, this seventh day of November, one thousand eight hundred and forty-three.

ALEX. COMPTON, [SEAL.]

Signed, sealed, and delivered in presence of—
R. J. TOWNES,
P. J. FISK.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared R. J. Townes, one of the subscribing witnesses to the annexed instrument, who being duly sworn, declares that he was present and did see Alexander Compton, whose name appears at the end thereof, sign and seal the same for the purposes therein contained.

Given under my hand at office, this 15th day of November, A. D. 1843.

M. B. WILLIAMSON, *Clerk.*

Filed 15th Nov., 1843.

Exhibit L.

REPUBLIC OF TEXAS,
County of Brazoria.

This indenture, made this 27th day of February, one thousand eight hundred and forty-four, between Alex. Compton of the first part, and J. Greenville McNeil and Robert J. Townes of the second part: Whereas the said A. Compton is indebted to Smith and Adriance by note of hand,

dated January 1st, 1844, amounting to twelve hundred and fifty-eight $\frac{81}{100}$ dollars, this indenture witnesseth: That the said Compton, as well in consideration of securing the said Smith and Adriance in the faithful payment of the debt aforesaid, hath granted, bargained, sold, transferred, signed, and set over, and by these presents doth grant, bargain, sell, sign, transfer, and set over unto the said McNeil and Townes, their heirs and assigns, the following described property: A black man named Minor, aged 30 years; one do. black man named Reasin, aged twenty-two years; one negro girl named Lucinda, aged 18 years, of light complexion: to have and to hold the said negroes by the said McNeil and Townes, their heirs and assigns, to the proper use and behoof of the said parties of the second part forever; in trust, however, and to the intent and purpose, that if the aforesaid sum of (1,248 81) dollars is not well and truly paid off and discharged before the expiration of the first of March, 1845, by the said A. Compton, or some other person for him, then and in that case the said parties of the second part shall, in executing the trust hereby taken upon themselves, advertise the said negroes for the space of thirty days in a newspaper, or by three written advertisements put up in the county aforesaid, that they will expose for sale to the highest bidder the negroes aforesaid on a certain day for ready money; and if the full amount of money aforesaid be not paid on the day designated, then the parties of the second part shall proceed to sell the above designated negroes to the highest bidder for cash, and after such sale shall make a good and sufficient bill of sale for the said negroes, conveying all the right and title the said Compton or his heirs may have in and to the same: Provided, nevertheless, that if the money shall be paid before the day therein mentioned, then this indenture is to be void and of no effect either in law or equity.

In witness whereof, the said A. Compton hereunto sets his hand and seal the day and date above mentioned, and in presence of the following witnesses:

ALEX. COMPTON. [SEAL.]

JOHN T. TINSLEY,
JAMES HENDERSON.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared John T. Tinsley, one of the subscribing witnesses to the foregoing instrument, who being duly sworn, declared that he was present and did see Alexander Compton, whose name appears at the end thereof, sign and seal the same for the purposes therein contained.

Given under my hand at office, this 4th day of March, A. D. 1844.

M. B. WILLIAMSON, *Clerk.*

Filed this 4th March, 1844.

Exhibit M.

REPUBLIC OF TEXAS,
County of Brazoria.

Know all men by these presents, that whereas I, Alexander Compton, am justly indebted to Collin Cocke in the sum of one hundred and eighty-five $\frac{62}{100}$ dollars (185 62) and interest thereon at the rate of twelve per cent. per annum from the first day of November, 1841: Now, therefore, for the purpose of securing the payment of my note for the said sum executed to the said Cocke this day, and payable on the first day of January, 1844, and for the further consideration of one dollar to me in hand paid, I have this day bargained and sold, and by these presents do bargain and sell, unto the said Collin Cocke a certain negro boy slave named George, about fifteen years of age; to have and to hold the said slave to his own use and to the use of his executors, administrators, and assigns forever: Provided, nevertheless, that if I shall well and truly pay the said sum of one hundred and eighty-five $\frac{62}{100}$ dollars, with the interest aforesaid, on the 1st day of January, 1844, when my note therefor falls due, then this bill of sale shall be null and void, otherwise shall remain in full force and effect—possession of the said slave not to be given until failure of payment as aforesaid.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 1st day of August, 1843.

ALEX. COMPTON. [SEAL.]

In presence of:

KING HOLSTON,
WM. M. BROWN.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared Alexander Compton, whose name appears to the end of the foregoing instrument, who acknowledged that he signed and sealed for the purposes therein contained.

Given under my hand at office this first day of August, 1843.

MAT. B. WILLIAMSON,
Clerk.

Filed for record this 1st August, 1843.

MAT. B. WILLIAMSON,
Recorder.

Exhibit N.

REPUBLIC OF TEXAS,
County of Brazoria.

This indenture, made and entered into on the fourteenth day of August, in the year eighteen hundred and forty-eight, between Ste-

phen M. Westervelt of the first part, Alexander Compton of the second, and Warren H. Manadue of the third part, all of Brazoria county, in the State aforesaid. Whereas, on the 8th day of March, 1844, an indenture was entered into between the said Compton of the first part, King Holston and the said Westervelt of the second part, and Edward Purcell of the third part, which is recorded in the office of the county clerk for said county, in book B, pages 388 and 389, and is made a part of these presents; by which indenture the said Compton conveyed to said Holston and Westervelt certain property, real and personal, in trust to secure the payment of certain notes due to said Purcell. And whereas the said Manadue has become the holder and owner of the said notes named in said indenture, which notes, with the interest to this date, after deducting the credits endorsed on one of them, amounts to the sum of five thousand and eight dollars and twenty-six cents, and they are hereto annexed, marked A, B, C, D, and made a part of these presents. And whereas, on the 12th day of July, 1848, the said Westervelt, at the request of the said Manadue, by a certain notice posted at the court-house door of said county, advertised the property in the deed mentioned to be sold for cash at the residence of said Compton on the fourteenth day of August then next ensuing, which notice, marked E, is hereto annexed as a part of this indenture. And whereas, on the said 14th day of August, in the year 1848, at the residence of the said Compton, at about the hour of noon, the said Westervelt offered the said property at auction to the highest bidder for cash, when the said Manadue became the purchaser at the prices hereinafter mentioned, viz., all the right, title, interest, or claim which the said Compton had in and to a certain tract or parcel of land, situated on Oyster Creek, in said county, containing about eight hundred and thirty acres, being the same which the said Compton purchased from Warren D. C. Hall, for the sum of five hundred dollars; all the farming utensils on said plantation for the sum of one hundred dollars; all the household and kitchen furniture for the sum of one hundred dollars; 10 head of cattle, being the whole stock, for thirty dollars; thirteen horses and mules for one hundred dollars; the stock of hogs for fifty dollars; the corn and provisions of every kind on said plantation for fifty dollars. One family of negroes, viz., Stephen, aged 54; Prude, aged 41; Ransom, aged 25; Little Ned, aged 22; Maria, aged 9, for the sum of seven hundred dollars. One family of negroes, viz., Henry, aged 39; Lucinda, aged 19; Mat aged 14; and Clara, an infant, for six hundred dollars. One family of negroes, viz., Sam, aged 31; Little Ann, aged twenty-nine (29); John, aged 14; Taby, aged 9, for one hundred and fifty dollars. One family of negroes, viz., Burke, aged 49; Becky, aged 41; Mary, aged 14; Toney, aged 12, for five hundred dollars; Jack, a negro man, aged 31, for fifty dollars; Jim, a negro man, aged thirty-nine, for two hundred dollars, Big Ned, a man aged 25, for two hundred dollars. One family of negroes, (viz.,) Jule, aged 22; Palin, aged 11; Sam, aged six; Sene, an infant, for five hundred dollars. One family of negroes, viz., Presley,

aged thirty-one; Sely, aged 39; Mary Ann, aged 19; Dick, aged 17; Gaston, aged 11, for five hundred dollars. One family of negroes, (viz.,) David, aged 36, Betsey, aged 32, for fifty dollars.

Now this indenture witnesseth: That the said Westervelt, in consideration of the premises, of the prices bid as aforesaid, amounting in the aggregate to four thousand three hundred and eighty dollars, which amount, after deducting one hundred dollars, the expenses attending said sale, is hereby applied as a payment on said notes; and for the further consideration of one dollar to him in hand paid, has sold, and by these presents does grant, bargain, sell, release and convey to the said Alexander, and his heirs, executors, administrators and assigns, all and singular the property aforesaid. And whereas the said Manadue has become the assignee and owner of several judgments, rendered against said Compton in the district court for said county, as follows, viz: A judgment in favor of King Holston, for the sum of two hundred and sixty-six dollars and twenty-four cents principal, and six dollars and forty-five cents interest, with interest on the principal sum from the first day of June, 1845, till paid, at ten per cent. per annum, and eighteen dollars and ninety cents costs thereon; a judgment in favor of Thomas B. J. Herdley, for the sum of four hundred dollars, with interest thereon at 10 per cent. per annum from 23d March, 1843, till paid, and fourteen dollars and thirty cents costs thereon; a judgment in favor of Henry H. Williams, for the sum of three hundred and thirteen dollars and sixteen cents, principal and interest thereon, from the 23d day of January, 1843, till paid, at ten per cent. per annum, also thirteen dollars and ninety-five cents costs thereon; a judgment in favor of John Meady, for the sum of three hundred and sixty-two dollars and thirty cents principal, and the sum of one hundred and one dollars and ninety-two cents interest, with interest on the principal sum at ten per cent. per annum, from 25th September, 1845, till paid, and sixteen dollars and ten cents costs thereon; a judgment in favor of John Shackleford, jr., for the sum of one hundred and forty-six dollars and thirteen cents principal, with interest thereon at 10 per cent. per annum, from the 27th November, 1843, till paid, and seventeen dollars and sixty-five cents costs thereon. And whereas the said Compton is desirous of paying said notes and discharging said judgments, now this indenture further witnesseth: That the said Compton, in consideration of the premises, in consideration that the said Manadue has released him from the payment of the remainder due on said notes, and has released and discharged the payment aforesaid, and for the further consideration of the sum of one dollar to him in hand paid, has sold, and by these presents does grant, bargain, sell, release and convey unto the said Manadue, and unto his heirs, executors, administrators and assigns, forever, all and singular the property aforesaid, together with a negro girl named Dicey, aged about fourteen years. And the said Manadue, in consideration of the sale and release made by the said Compton as aforesaid, and also of one dollar to him in hand paid, has released, and by these presents does release hereby, the said

phen M. Westervelt of the first part, Alexander Compton of the second, and Warren H. Manadue of the third part, all of Brazoria county, in the State aforesaid. Whereas, on the 8th day of March, 1844, an indenture was entered into between the said Compton of the first part, King Holston and the said Westervelt of the second part, and Edward Purcell of the third part, which is recorded in the office of the county clerk for said county, in book B, pages 388 and 389, and is made a part of these presents; by which indenture the said Compton conveyed to said Holston and Westervelt certain property, real and personal, in trust to secure the payment of certain notes due to said Purcell. And whereas the said Manadue has become the holder and owner of the said notes named in said indenture, which notes, with the interest to this date, after deducting the credits endorsed on one of them, amounts to the sum of five thousand and eight dollars and twenty-six cents, and they are hereto annexed, marked A, B, C, D, and made a part of these presents. And whereas, on the 12th day of July, 1848, the said Westervelt, at the request of the said Manadue, by a certain notice posted at the court-house door of said county, advertised the property in the deed mentioned to be sold for cash at the residence of said Compton on the fourteenth day of August then next ensuing, which notice, marked E, is hereto annexed as a part of this indenture. And whereas, on the said 14th day of August, in the year 1848, at the residence of the said Compton, at about the hour of noon, the said Westervelt offered the said property at auction to the highest bidder for cash, when the said Manadue became the purchaser at the prices hereinafter mentioned, viz., all the right, title, interest, or claim which the said Compton had in and to a certain tract or parcel of land, situated on Oyster Creek, in said county, containing about eight hundred and thirty acres, being the same which the said Compton purchased from Warren D. C. Hall, for the sum of five hundred dollars; all the farming utensils on said plantation for the sum of one hundred dollars; all the household and kitchen furniture for the sum of one hundred dollars; 10 head of cattle, being the whole stock, for thirty dollars; thirteen horses and mules for one hundred dollars; the stock of hogs for fifty dollars; the corn and provisions of every kind on said plantation for fifty dollars. One family of negroes, viz., Stephen, aged 54; Prude, aged 41; Ransom, aged 25; Little Ned, aged 22; Maria, aged 9, for the sum of seven hundred dollars. One family of negroes, viz., Henry, aged 39; Lucinda, aged 19; Mat aged 14; and Clara, an infant, for six hundred dollars. One family of negroes, viz., Sam, aged 31; Little Ann, aged twenty-nine (29); John, aged 14; Taby, aged 9, for one hundred and fifty dollars. One family of negroes, viz., Burke, aged 49; Becky, aged 41; Mary, aged 14; Toney, aged 12, for five hundred dollars; Jack, a negro man, aged 31, for fifty dollars; Jim, a negro man, aged thirty-nine, for two hundred dollars, Big Ned, a man aged 25, for two hundred dollars. One family of negroes, (viz.,) Jule, aged 22; Palin, aged 11; Sam, aged six; Sene, an infant, for five hundred dollars. One family of negroes, viz., Presley,

aged thirty-one; Sely, aged 39; Mary Ann, aged 19; Dick, aged 17; Gaston, aged 11, for five hundred dollars. One family of negroes, (viz.,) David, aged 36, Betsey, aged 32, for fifty dollars.

Now this indenture witnesseth: That the said Westervelt, in consideration of the premises, of the prices bid as aforesaid, amounting in the aggregate to four thousand three hundred and eighty dollars, which amount, after deducting one hundred dollars, the expenses attending said sale, is hereby applied as a payment on said notes; and for the further consideration of one dollar to him in hand paid, has sold, and by these presents does grant, bargain, sell, release and convey to the said Alexander, and his heirs, executors, administrators and assigns, all and singular the property aforesaid. And whereas the said Manadue has become the assignee and owner of several judgments, rendered against said Compton in the district court for said county, as follows, viz: A judgment in favor of King Holston, for the sum of two hundred and sixty-six dollars and twenty-four cents principal, and six dollars and forty-five cents interest, with interest on the principal sum from the first day of June, 1845, till paid, at ten per cent. per annum, and eighteen dollars and ninety cents costs thereon; a judgment in favor of Thomas B. J. Herdley, for the sum of four hundred dollars, with interest thereon at 10 per cent. per annum from 23d March, 1843, till paid, and fourteen dollars and thirty cents costs thereon; a judgment in favor of Henry H. Williams, for the sum of three hundred and thirteen dollars and sixteen cents, principal and interest thereon, from the 23d day of January, 1843, till paid, at ten per cent. per annum, also thirteen dollars and ninety-five cents costs thereon; a judgment in favor of John Meady, for the sum of three hundred and sixty-two dollars and thirty cents principal, and the sum of one hundred and one dollars and ninety-two cents interest, with interest on the principal sum at ten per cent. per annum, from 25th September, 1845, till paid, and sixteen dollars and ten cents costs thereon; a judgment in favor of John Shackleford, jr., for the sum of one hundred and forty-six dollars and thirteen cents principal, with interest thereon at 10 per cent. per annum, from the 27th November, 1843, till paid, and seventeen dollars and sixty-five cents costs thereon. And whereas the said Compton is desirous of paying said notes and discharging said judgments, now this indenture further witnesseth: That the said Compton, in consideration of the premises, in consideration that the said Manadue has released him from the payment of the remainder due on said notes, and has released and discharged the payment aforesaid, and for the further consideration of the sum of one dollar to him in hand paid, has sold, and by these presents does grant, bargain, sell, release and convey unto the said Manadue, and unto his heirs, executors, administrators and assigns, forever, all and singular the property aforesaid, together with a negro girl named Dicey, aged about fourteen years. And the said Manadue, in consideration of the sale and release made by the said Compton as aforesaid, and also of one dollar to him in hand paid, has released, and by these presents does release hereby, the said

Compton from all claim or demand on account of said notes and the judgments aforesaid.

In witness whereof, the parties have hereto set their hands and affixed their scrolls for seals, the date first before written. Interlined in first line above before signing.

S. M. WESTERVELT, [SEAL.]
W. H. MANADUE, [SEAL.]
ALEXANDER COMPTON. [SEAL.]

Signed, sealed, and delivered in presence of—
ELI M. JUSTICE,
ISAAC J. CALVIT.

A.

On or before the first day of January next, I, Alexander Compton, of Brazoria county, promise to pay Edward Purcell, or order, fifteen hundred dollars, with ten per cent. per annum interest from date until paid, for value received.

ALEX. COMPTON.

March 8th, 1844.

B.

On or before the first day of January next, I, Alexander Compton, of Brazoria county, promise to pay Edward Purcell, or order, thirteen hundred dollars, with ten per cent. per annum interest from date until paid, for value received.

ALEX. COMPTON.

March 8th, 1844.

C.

On or before the first day of January next, I, Alexander Compton, of Brazoria county, promise to pay Edward Purcell, or order, five hundred dollars, with ten per cent. per annum interest from date until paid, for value received.

ALEX. COMPTON.

March 8, 1844.

D.

On or before the first day of January next, I, Alex. Compton, of Brazoria county, promise to pay Edward Purcell, or order, four thousand seven hundred and seventy dollars and ninety-nine cents, with ten per cent. per annum interest from date until paid, for value received.

ALEX. COMPTON.

March 8, 1844.

Endorsed:

Cr.—By payment, eighteen hundred and eighty-two $\frac{49}{100}$ dollars, due 1st May, 1846, as per ac't rendered May 6, 1846. $1,882 $\frac{49}{100}$.

Cr.—By payment of twenty-one hundred and nineteen $\frac{78}{100}$ dollars, due 1st of November, as per ac't rendered Nov. 4, 1847. $2,119 $\frac{78}{100}$.

Cr.—By payment of interest of within notes to 1st June, 1848, and payment on the principal, leaving due 1st June, 1848, the sum of seven hundred and eighteen $\frac{33}{100}$ dollars.

E.

Trust Sale.

By virtue of a deed of trust bearing date 8th March, 1844, executed by Alex. Compton in my favor, to secure the payment of certain promissory notes drawn by said Compton in favor of Edward Purcell, for particulars of which notes reference is made to said deed of trust, recorded in Book B, pages 388 and 389, in the office of the recorder of this county, I will sell for cash to the highest bidder, on Monday, the 14th day of August, 1848, on the plantation of said Compton, on Oyster creek, the following property, conveyed to me by said deed of trust, or so much thereof as will satisfy and pay the said notes, viz: All the right, title and interest or claim, which the said Compton has in and to a certain tract or parcel of land situated on Oyster creek, in said county, containing about eight hundred and thirty acres, being the same which the said Compton purchased from Warren D. C. Hall; all the farming utensils on said plantation, household and kitchen furniture; stock of horses, cattle, hogs and corn, and provisions of every kind on said plantation, and every other species of property on or attached to said plantation not before enumerated; the crops of corn and cotton now growing, or which may be made on said plantation during the present year, and the following described slaves, with their increase from the date of said deed of trust, (viz:) Stephen, a black, aged 54, his wife Prude a mulatto, aged thirty-seven, and their child Maria, aged 5; Henry, a black, aged 35, his wife Ann, aged 30, and their children, Lucinda, aged 15, and Mat 10; Sam, a black, aged 27, and his wife Little Ann, aged 25, and their children, John, aged 10, and Tabby, aged 5; Burke, a black, aged 45, his wife Becky, aged 37, and two children, Mary, aged 10, and Toney, aged 8; Jack, a black, aged 27, Minor, a black, aged 27; Jim, a black, aged 35, and his wife Rachel, a black, aged 50, and her child, Big Ned, a black, aged 21, and Little Ned, a black, aged 18; Bill, a black, aged 15, Lizzy aged 20, Jule aged 22, and two children, Pattin, aged 7, and Sam, aged 2; Presley, a black, aged 27, and his wife Sely, aged 35, and three children, viz: Mary Ann, a Mulatto, aged 15; Derick, a mulatto, aged 13, and Gaston, a mulatto, aged 7; David, a black, aged 32, and wife Betsy, a black, aged 28, and Ransom, a mulatto, aged 21 years. I will convey to the purchaser or purchasers of any of the above described property, only such title as may be vested in me by said deed of trust.

S. M. WESTERVELT, *Trustee.*

Brazoria, July 12, 1848.

THE STATE OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court, and recorder in and for the county aforesaid, personally came and appeared S. M. Westervelt, to me well known, whose name appears signed to the attached instrument, who acknowledged that he signed, sealed and delivered the same, for the purposes and consideration therein stated. In witness whereof, I have hereto set my hand and the seal of the county court, this 28th day of October, 1848.

M. B. WILLIAMSON, *Clk. C. C. B. C.*

THE STATE OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court, and recorder in and for the county aforesaid, personally came and appeared Eli M. Justice, one of the subscribing witnesses to the instrument hereunto attached, to me well known, who being duly sworn, declared that he was present, and did see W. H. Manadue and Alexander Compton, whose names appear at the end thereof, severally sign, seal and deliver the same, for the purposes and considerations therein stated, and that he signed the same as witness, at the request of said Manadue and Compton. In testimony whereof, I have hereunto set my hand and the seal of the county court, this 28th day of October, A. D. 1848.

M. B. WILLIAMSON, *Clk. C. C. B. C.*

Filed this 28th October, 1848, at 5 o'clock p. m.

M. B. WILLIAMSON,
Clerk & Recorder.

Exhibit O.

THE STATE OF TEXAS,
County of Brazoria.

This indenture, made and entered into this fourteenth day of August, 1848, between Warren H. Manadue of the one part, and Alexander Compton of the other part: Whereas the said Manadue has become the owner and possessor of a certain tract of land situated on Oyster creek, in said county, on which the said Compton now resides, and of certain negro slaves, and other personal property, all of which is described in a certain indenture between Stephen M. Westervelt of the first part, the said Compton of the second part, and the said Manadue of the third part, bearing even date with these presents, and is the only indenture between the same parties, and is made a part of this deed. And whereas the said Manadue is desirous of cultivating said land, and of keeping said property together, and putting other property on said land for the purpose of cultivating the same, and of keeping up the plantation:

Now this indenture witnesseth, that the said Manadue, in consideration of the love and affection which he has for the said Compton and

family, he has lent, and by these presents does grant and lend to the said Compton all and singular the property aforesaid, and all other property, with the exception of the cotton which may be made or placed on said plantation, as well as the increase of the slaves, and the stock of horses, cattle, &c.

And it is understood between the parties, that the said Manadue may at his own free will and pleasure declare this contract at an end, either as to the whole or any part of said property, at any time or times he may choose to do so; and that he may take possession of said property, or any part thereof, whenever he may think proper to do so. And it is further understood, that the crops of cotton hereafter made on said plantation are to belong to and to be controlled by the said Manadue; and that the other crops are to be applied by the said Compton towards the support of himself and family, and in keeping up said plantation, and the excess, if any, to belong exclusively to the said Manadue. The said Compton binds himself to deliver all or any of said property to the said Manadue whenever the said Manadue in writing shall require him to do so. He furthermore agrees and binds himself, that he will not sell or otherwise dispose of any of said property contrary to the true intent and meaning of this indenture.

In witness whereof the parties have hereunto set their hands and scrolls for seals the date first before written.

W. H. MANADUE, [SEAL.]
ALEX. COMPTON. [SEAL.]

Signed, sealed, and delivered in the presence of—
(Names of witnesses omitted.)

THE STATE OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared Eli M. Justice, one of the subscribing witnesses to the foregoing instrument, to me well known, who being duly sworn declared, that he was present and did see W. H. Manadue and Alexander Compton, whose names appear at the end thereof, sign, seal, and deliver the same for the purposes and consideration therein stated, and that he signed the same as a witness at the request of the said Manadue and Compton.

In testimony whereof I have hereto set my hand, and the seal of the county court, this 28th day of October, A. D. 1848.

M. B. WILLIAMSON,
C. C., B. C.

Filed this 28th day of October, A. D. 1848, at 5 o'clock p. m.
M. B. WILLIAMSON,
Clerk.

Exhibit P.

THE STATE OF TEXAS,
County of Brazoria.

Know all men by these presents, that I, Warren H. Manadue, of the county aforesaid, for and in consideration of the love and affection which I have for Elizabeth G. Compton, of said county, and for the further consideration of ten dollars to me in hand paid, have given and sold, and by these presents do give, grant, bargain and sell to her, the said Elizabeth G. Compton and her heirs, executors, administrators and assigns forever, all my right, title and interest in and to a certain tract or parcel of land situated on Oyster creek, in said county, and is the same on which said Compton is now residing, together with certain negro slaves, with their increase, and other personal property, all of which is described in an indenture between the said Alexander Compton and myself of that date, with the exception of the deed therein referred to, bearing even date with these presents and made a part of this deed, it being the only indenture between the said Alexander Compton and myself of that date, with the exception of the deed therein referred to. But this indenture is made upon trust and upon conditions that I, my heirs, &c., shall remain in the quiet and uninterrupted possession of said property until the net profits arising from the sale of the crops and other things which may be made on said plantation, or which may accrue from the hire of the property after applying a sufficient amount for the support of the said Compton's family and for keeping up the plantation, will discharge the amount due on certain notes and certain judgments which I hold against the said Alexander Compton, with ten per cent. per annum interest thereon from this date, are fully paid and discharged; which notes and judgments are more fully described in one of the deeds before referred to, viz: the indenture between Stephen M. Westervelt of the first part, and Alexander Compton of the second part, and the said Manadue of the third part; and until the said Manadue shall be fully reimbursed for any expense he may incur on account of said property, and for any sum or sums which he may pay for or on account of or at the written request of said Elizabeth G. Compton, whether such sum or sums be paid in discharge of a debt due by the said Elizabeth G. Compton or any other person; provided, as aforesaid, that she shall in writing request the said Manadue to advance the money or pay the debt. And for the consideration of love and affection aforesaid, the said Manadue agrees and binds himself that he will, whenever required to do so by the said Elizabeth G. Compton, to convey to her absolutely, by deeds of gift, all such property, real and personal, as is now or may hereafter be exempted from seizure under execution; and nothing in this deed contained is intended to weaken or destroy the right or title of the said Elizabeth G. Compton in and to the property aforesaid, and more particularly to the said tract of land, in whatever way her interest may have been acquired; and whenever all the debts aforesaid are paid, the

said Manadue will make such other and further title as will effect the true object of these presents.

In witness whereof, I, the said Manadue, do hereunto set my hand and scroll for seal, the 11th August, 1848.

WM. H. MANADUE. [SEAL.]

Witness:

ELI M. JUSTICE,
ISAAC J. CALVIT.

STATE OF TEXAS,
County of Brazoria.

Personally appeared before me, S. W. Perkins, chief justice for said county, Eli M. Justice, one of the subscribing witnesses to the above instrument or deed, who, on oath declared, that he, in connection with Isaac J. Calvit, the other subscribing witness, was called upon by the above W. H. Manadue, whose name is signed to the above instrument, who had acknowledged in *their* presence of the said witness, that he, the said Manadue, had signed and delivered the same on the day and date thereof, and for the purposes and considerations therein specified, sworn to and subscribed in my presence.

In testimony whereof, I hereunto sign my name and affix my seal of office, this 1st January, 1852.

E. M. JUSTICE.

Filed for record 1st January, 1852, at 10 o'clock a. m.

M. B. WILLIAMSON,
Clerk.

Exhibit Q.

REPUBLIC OF TEXAS,
County of Brazoria.

Know all men by these presents, that I, Warren D. C. Hall, a citizen of the republic and county aforesaid, for and in consideration of the sum of four thousand one hundred and sixty dollars to me in hand paid by Alexander Compton, a citizen of said county, have bargained, sold, aliened, released, conveyed, and delivered possession, and by this act does grant, bargain, sell, alien, release, convey, and deliver possession unto him, the said Alexander Compton, his heirs, executors, administrators, and assigns, a certain tract or parcel of land containing eight hundred and thirty-two acres, and is contained within the following described metes and bounds, to wit, being, lying and situated on the east side of Oyster creek, in said county, commencing where the upper line of a certain quarter of a league of land, (out of league number eleven, which was sold by the vendor hereof to George A. Smith,) crosses the said Oyster creek. The corner is a hackberry tree about six inches in diameter, and an ash eighteen inches in diameter bears north nine and a half varas distant, and a cottonwood tree thirty inches in diameter bears N. 11½ W. 16 varas distant; thence east two

thousand three hundred and eighteen varas to a corner, which is a stake, from which an elm tree ten inches in diameter bears N. 64 W. eleven varas, and another elm tree twelve inches in diameter bears N. 54° west ten varas; thence north one thousand six hundred and twenty varas to a stake in the upper line of the league of land number eleven, of which said league the tract of land hereby sold forms a part. This corner is in a lake or pond one hundred and fifty-five varas east of a hackberry tree, and a forked hackberry tree stands south of said tree about one vara distance; thence west along the upper line of said league of land one thousand five hundred and forty varas to Oyster creek, where the corner is a stake and mulberry tree, from which a cotton-wood tree thirty-six inches in diameter bears S. 40½° W. five varas distant; thence down said Oyster creek, with the meandering thereof to the place of beginning, containing four hundred and thirty-two acres of land; also another tract of land adjoining the above described tract on the east, containing four hundred acres, which commences at the northeast corner of the above described tract of land; thence south along the eastern tract of said land seven hundred and eighty-seven varas to the corner; thence east a sufficient distance to comprise the said quantity of four hundred acres of land; thence north seven hundred and eighty-seven varas to the corner in the line of said league number eleven; thence west with said league line to the beginning corner, which said two described tracts comprise the said quantity of eight hundred and thirty-two acres of land, which is hereby sold; and I, the said vendor hereof, declare that the said property hereby sold belongs to me, by virtue of the following described purchases, to wit: The first described tract of land is a portion of the tract of land out of league number eleven, which was purchased by the vendor hereof from John W. Hall, to whom said league of land known as number eleven was originally granted by the Mexican government as a married colonist of Austin's colony. The last described tract of land is a part of the same league of land as that first described, which said tract of land was purchased by the vendor hereof at a sheriff's sale in the county aforesaid, the same being sold as the property of William S. Hall to satisfy a judgment, said William S. Hall in favor of John M. Shipman; which said four-hundred-acre tract of land is a part of a tract of one thousand acres of land which was sold by the said John W. Hall to the said William S. Hall. The deeds of which said tract of land, from the original grant up to these presents, are of record in the proper office of records in the county aforesaid, to which reference is hereby made for a more full and precise description of the chain of title of the property hereby sold, hereby binding and obligating myself, my heirs, executors, administrators, and assigns, to warrant and defend the title of the same unto him, the said Alexander Compton, his heirs, executors, administrators, and assigns: to have and to hold the same in fee simple, and to use and dispose of and enjoy the same as his or their own property acquired by a just and legal title.

In testimony whereof, I have hereunto set my hand and seal, (a scroll,) the ninth day of November, one thousand eight hundred and forty-two, in presence of the subscribing witnesses.

W. D. C. HALL, [SEAL.]

Signed, sealed and delivered, in presence of—
R. J. TOWNES,
WM. T. AUSTIN.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared W. D. C. Hall, whose name appears at the end of the within instrument, who acknowledged that he signed the same for the purposes therein contained. Given under my hand at office this 7th December, 1842.

MAT. B. WILLIAMSON,
Clerk.

Filed 7th Dec., 1842, page 185, book B.

Exhibit R.

This indenture, made and entered into this sixth day of December, one thousand eight hundred and forty-two, between Alexander Compton of the first part, Colman H. Calvit of the second part, and Elizabeth G. Compton of the third and last part, all of Brazoria county: Whereas the said Alexander Compton since his intermarriage with the said Elizabeth, his wife, has received in property or money the separate or paraphernal property of his wife in the State of Louisiana, about the sum of five thousand dollars, all of which has been converted to his individual use, and being desirous of substituting other property in the place and stead of that which he has so converted to his own use:

Now this indenture witnesseth, that the said Alexander Compton, for and in consideration of the premises, and of one dollar to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell, and convey unto the said Colman H. Calvit, and his heirs and assigns forever, a certain tract or parcel of land, with the privileges and appurtenances thereunto belonging, situated on the east bank of Oyster creek, in the county of Brazoria, containing eight hundred and thirty-two acres, more or less, it being the same land which was sold by Warren D. C. Hall to said Compton, as by reference to the deed, dated the ninth day of November, 1842, for a more particular description of the said tract, will more fully appear:

To have and to hold the same unto him, the said Calvit; but upon this special trust and confidence and none other, that is to say, that he, the said Calvit, his heirs, executors, or administrators, will and shall whenever required by the said Elizabeth Compton, her heirs, executors, administrators, or assigns, convey to her, her heirs, &c., by proper

deed the land aforesaid, that she and her heirs, &c., may have and hold the same as property which has descended from her father or mother.

In testimony whereof, the said parties have hereunto set their names and affixed their scrolls for seals the date aforesaid.

ALEXANDER COMPTON, [SEAL.]
ELIZABETH G. COMPTON. [SEAL.]

Signed, sealed, and delivered in presence of—
R. J. TOWNES,
AMOS FALLANSBEE.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared R. J. Townes, one of the subscribing witnesses to the annexed instrument, who being duly sworn declared that he was present and did see Alexander Compton and Elizabeth G. Compton, whose names appear at the end thereof, sign and seal the same for the purpose therein contained.

Given under my hand at office, this ninth day of March, A. D. 1844.
M. B. WILLIAMSON, *Clerk.*

Filed this 9th March, 1844. Book B, pages 380, 381.

And afterwards, to wit, on the same day and year, a subpœna in chancery was issued to the defendants hereto, from the clerk's office of our said court, in the words following, that is to say:

Subpœna.

UNITED STATES OF AMERICA,
District of Texas.

The President of the United States of America, to Alexander Compton, Elizabeth G. Compton, his wife, Hanson Alsbury, William P. Morton, Isaac J. Calvit, William T. Austin, Walter Smith, Morgan L. Smith, John Adriance, Colman M. Calvit, J. Greenville McNeil, Robert J. Townes, King Holstien, Edward Purcell, and Overton Young, administrator de bonis non of the goods and estate of Warren H. Manadue.

We command you, and every of you, that on or before the first Monday of September next, laying all other matters and excuses aside, you do cause an appearance to be entered for you in our district court of the United States, exercising the powers and jurisdiction of a circuit court, sitting at Galveston, to a bill filed against you in chancery by the Commercial Bank of New Orleans, and that you do answer concerning such things as shall then and there be alleged against you, and observe whatsoever our said court shall direct in this behalf, upon pain of an attachment issuing against your person, and such other process of contempt as our said court shall award.

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Witness the honorable John C. Watrous, judge of said court, and seal of court, at the city of Galveston, this tenth day of [SEAL.] July, in the year of our Lord one thousand eight hundred and fifty-four, and of the independence of the United States of America the 79th year.

JAMES LOVE, *Clerk.*

Appearances are to be entered in this case at the clerk's office of our said court; and if you do not cause your appearance to be entered within the time limited by the above and foregoing writ, the plaintiff will be at liberty to take the said bill pro confesso.

And thereupon and annexed thereto is the marshal's return of said writ, in the words and figures following, to wit:

Marshal's Return.

Received July 11th, 1854, and executed on the following named persons, to wit: King Holstien, on the 28th July, at Crosby's Landing, Brazoria county; Edward Purcell, same date, Brazoria; John Adriance, at Columbia, July 29th; Alexander Compton, July 31st, at Compton's plantation; Overton Young, adm'r of W. H. Manadue, at his residence on the Brazos river, on the 1st of August, 1854, by handing each one of them true copies of this subpœna.

The following defendants are out of this State: Walter Smith resides in Mississippi; Colman M. Calvit in Louisiana; William P. Martin is dead; William T. Austin and Hanson Alsbury, Morgan L. Smith, J. Greenville McNeil, R. J. Townes, and Elizabeth Compton not found.

BEN. McCULLOCH, *U. S. M.*,
By E. T. AUSTIN, *Deputy.*

And afterwards, to wit, at the September rules of said court, during the same year, the following named defendants entered their appearance herein in the words following, that is to say:

THE COMMERCIAL BANK OF NEW ORLEANS,
vs.
ALEXANDER COMPTON and others.

The defendants, Alexander Compton, Isaac Calvit, and Overton Young, as administrator of the estate of Warren H. Manadue, dec'd, by their solicitors, enter their appearance in this suit.

JONES, BALLINGER, & HUGHES,
Solicitors for said Defendants.

And on the sixth day of September of the same year, a subpœna in chancery issued from the clerk's office of our said court, addressed to the following named defendants, that is to say:

deed the land aforesaid, that she and her heirs, &c., may have and hold the same as property which has descended from her father or mother.

In testimony whereof, the said parties have hereunto set their names and affixed their scrolls for seals the date aforesaid.

ALEXANDER COMPTON, [SEAL.]
ELIZABETH G. COMPTON. [SEAL.]

Signed, sealed, and delivered in presence of—
R. J. TOWNES,
AMOS FALLANSBEE.

REPUBLIC OF TEXAS,
County of Brazoria.

Before me, Mat. B. Williamson, clerk of the county court and recorder in and for the county aforesaid, personally came and appeared R. J. Townes, one of the subscribing witnesses to the annexed instrument, who being duly sworn declared that he was present and did see Alexander Compton and Elizabeth G. Compton, whose names appear at the end thereof, sign and seal the same for the purpose therein contained.

Given under my hand at office, this ninth day of March, A. D. 1844.
M. B. WILLIAMSON, *Clerk.*

Filed this 9th March, 1844. Book B, pages 380, 381.

And afterwards, to wit, on the same day and year, a subpœna in chancery was issued to the defendants hereto, from the clerk's office of our said court, in the words following, that is to say:

Subpœna.

UNITED STATES OF AMERICA,
District of Texas.

The President of the United States of America, to Alexander Compton, Elizabeth G. Compton, his wife, Hanson Alsbury, William P. Morton, Isaac J. Calvit, William T. Austin, Walter Smith, Morgan L. Smith, John Adriance, Colman M. Calvit, J. Greenville McNeil, Robert J. Townes, King Holstien, Edward Purcell, and Overton Young, administrator de bonis non of the goods and estate of Warren H. Manadue.

We command you, and every of you, that on or before the first Monday of September next, laying all other matters and excuses aside, you do cause an appearance to be entered for you in our district court of the United States, exercising the powers and jurisdiction of a circuit court, sitting at Galveston, to a bill filed against you in chancery by the Commercial Bank of New Orleans, and that you do answer concerning such things as shall then and there be alleged against you, and observe whatsoever our said court shall direct in this behalf, upon pain of an attachment issuing against your person, and such other process of contempt as our said court shall award.

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Witness the honorable John C. Watrous, judge of said court, and seal of court, at the city of Galveston, this tenth day of [SEAL.] July, in the year of our Lord one thousand eight hundred and fifty-four, and of the independence of the United States of America the 79th year.

JAMES LOVE, *Clerk.*

Appearances are to be entered in this case at the clerk's office of our said court; and if you do not cause your appearance to be entered within the time limited by the above and foregoing writ, the plaintiff will be at liberty to take the said bill pro confesso.

And thereupon and annexed thereto is the marshal's return of said writ, in the words and figures following, to wit:

Marshal's Return.

Received July 11th, 1854, and executed on the following named persons, to wit: King Holstien, on the 28th July, at Crosby's Landing, Brazoria county; Edward Purcell, same date, Brazoria; John Adriance, at Columbia, July 29th; Alexander Compton, July 31st, at Compton's plantation; Overton Young, adm'r of W. H. Manadue, at his residence on the Brazos river, on the 1st of August, 1854, by handing each one of them true copies of this subpœna.

The following defendants are out of this State: Walter Smith resides in Mississippi; Colman M. Calvit in Louisiana; William P. Martin is dead; William T. Austin and Hanson Alsbury, Morgan L. Smith, J. Greenville McNeil, R. J. Townes, and Elizabeth Compton not found.

BEN. McCULLOCH, *U. S. M.*,
By E. T. AUSTIN, *Deputy.*

And afterwards, to wit, at the September rules of said court, during the same year, the following named defendants entered their appearance herein in the words following, that is to say:

THE COMMERCIAL BANK OF NEW ORLEANS,
vs.
ALEXANDER COMPTON and others.

The defendants, Alexander Compton, Isaac Calvit, and Overton Young, as administrator of the estate of Warren H. Manadue, dec'd, by their solicitors, enter their appearance in this suit.

JONES, BALLINGER, & HUGHES,
Solicitors for said Defendants.

And on the sixth day of September of the same year, a subpœna in chancery issued from the clerk's office of our said court, addressed to the following named defendants, that is to say:

Subpœna in Chancery.

THE UNITED STATES OF AMERICA,
District of Texas.

The President of the United States of America, to Elizabeth G. Compton, Hanson Alsbury, William T. Austin, Walter Smith, Morgan L. Smith, Colman M. Calvit, J. Greenville McNeil, and Robert T. Townes:

We command you as before commanded, and each and every of you, that on or before the first Monday in November next, laying all other matters and excuses aside, you do cause an appearance to be entered for you in our district court of the United States, exercising the powers and jurisdiction of a circuit court sitting at Galveston, to a bill filed against you, King Holston, Edward Purcell, John Adriance, Alexander Compton, Isaac Calvit, and Overton Young, administrator de bonis non of the goods and estate of Warren H. Manadue, deceased, in chancery, by the Commercial Bank of New Orleans, and that you do answer concerning such things as shall then and there be alleged against you, and observe whatever our said court shall direct in this behalf, upon pain of an attachment issuing against your person, and such other process of contempt as our said court shall award.

Witness the hon. John C. Watrous, judge of said court, and the seal thereof, at the city of Galveston, this sixth day of [SEAL.] September, in the year of our Lord one thousand eight hundred and fifty-four, and of the independence of the United States of America the 79th year.

JAMES LOVE, *Clerk.*

Appearances are to be entered in this suit at the clerk's office of our said court; and if you do not cause your appearance to be entered within the time limited by the above and foregoing writ, the plaintiff will be at liberty to take the said bill as pro confesso.

And thereupon is the return of the marshal on said writ, which is in the words and of the figures following, that is to say:

Received Sept. 6th, 1854, and on the 8th day of said month and year I served Robert J. Townes with a true copy of this writ, at Matagorda. On the 12th day of said month and said year, I served Hanson Alsbury with a true copy of this writ, at San Antonio. On the 18th of said month and year, I served J. Greenville McNeel, Morgan L. Smith and Elizabeth G. Compton, each with a true copy of this subpœna, in Brazoria county; and on the 25th day of said month and year I served Wm. S. Austin with a true copy of this writ, at Galveston; Walter Smith and Colman M. Calvit not being found in my district, and not being residents thereof.

BEN. McCULLOCH, *U. S. M.*,
By J. A. H. CLEVELAND, *Dep.*

And afterwards, to wit, on the second day of October, of the same year, some of the defendants hereto demurred to the bill of complaint, which said demurrer is in the words and of the tenor following, to wit:

Demurrer.

DISTRICT COURT OF THE UNITED STATES,
District of Texas, at Galveston—In Chancery.

The demurrer of Alexander Compton and Elizabeth G. Compton, his wife, Robert J. Townes, Colman M. Calvit and Overton Young, adm'r est. of W. H. Manadue, deceased, five of the defendants to the bill of complaint of the Commercial Bank of New Orleans, complainant.

These defendants, by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's bill contained to be true in manner and form, as the same are therein and thereby set forth and alleged, do demur to the said bill, and for causes of demurrer show:

First. That the said complainant has not, by its said bill, made such a case as entitles it in a court of equity to any discovery from the defendants in said bill respectively, or any of them, or to any relief against them or any of them, as to the matters contained in said bill, or any of said matters; and that any discovery which can be made by these defendants, or any of them, cannot be of any avail to the said complainant for any of the purposes for which a discovery is sought against these defendants by the said bill, nor entitle the said complainant to any relief in this court touching any of the matters therein complained of.

Second. That it appears by the said bill, that the said complainant's cause of action or suit therein, and the remedy upon the same by the said bill, are barred and prescribed by the limitation affixed by the laws of Texas.

Third. That it appears by the said bill, that the complainant's cause of action or suit therein, and the remedy upon the same by the said bill, are barred and prescribed by the first section of an act passed by the congress of the Republic of Texas, entitled "An act of Limitations," approved February 5th, 1845.

Wherefore, and for divers other errors and imperfections appearing in the said bill, these defendants do demur in law thereunto, and humbly demand the judgment of this honorable court, whether they or any of them shall be compelled to put in any other or further answer to the said bill, and humbly pray to be hence dismissed, with their reasonable costs in this behalf most wrongfully sustained.

JONES & BALLINGER, and
ROBERT HUGHES,
Solicitors for said Defendants.

I certify that, in my judgment, the foregoing demurrer is well taken.

W. P. BALLINGER,
Solicitor for said Defendants.

Galveston, Oct. 2, 1854.

We waive the affidavit of the parties making the above demurrer.
ALLEN & HALE, *for Compl't.*

And afterwards, to wit, at the December rules of said court during the same year, came the following defendants by their attorneys, and entered their appearance herein in the words and figures following, to wit:

THE COMMERCIAL BANK OF NEW ORLEANS
vs.
ALEXANDER COMPTON and others.

Sherwood and Goddard enter their appearance for the defendants, Morgan L. Smith, J. Greenville McNeel, R. J. Townes, John Adriance.

JAMES LOVE,
13 Dec., 1854. *Clerk.*

And afterwards, to wit, at the January rules of said court, in the year of our Lord one thousand eight hundred and fifty-five, this cause was set for argument in the following words:

THE COMMERCIAL BANK OF NEW ORLEANS
vs.
ALEXANDER COMPTON and others.

The demurrer of Alexander Compton, Elizabeth G. Compton, Robert J. Townes, Colman M. Calvit, and Overton Young, administrator of the estate of W. H. Manadue, deceased, is set for argument Jan. 18, 1855.

ALLEN & HALE,
Sol'rs of Compl't.

And afterwards, to wit, at the February rules of said court during the same year, a decree pro confesso was entered against sundry of the defendants, in the words following, that is to say:

THE COMMERCIAL BANK OF NEW ORLEANS, complainant,
vs.
ALEXANDER COMPTON and others, defendants.

The defendants, Hanson Alsbury, King Holston, Edward Purcell, and Isaac S. Calvit, having been duly served with process, and not having entered their appearance, or filed their demurrer, plea, or answer, within the time prescribed by the rules of this court, it is, on application of the solicitors for the complainant, now ordered that the bill for the claimant be taken pro confesso against them in this cause.
Feb'y 5th, 1855.

JAMES LOVE, *Clerk.*

And on the fifth day of February of the same year came sundry of the defendants hereto, by Sherwood and Goddard, their solicitors, and filed their answer herein in the words following, that is to say:

Answer of Defendants.

UNITED STATES DISTRICT COURT,
District of Texas—In Equity.

THE COMMERCIAL BANK OF NEW ORLEANS
vs.
ALEXANDER COMPTON and others.

And now come the said Morgan L. Smith, John Adriance, Greenville McNeil, and Robert J. Townes, defendants in the bill of complaint in the above cause; and saving and reserving unto themselves, jointly and respectively, all benefit and advantage of exception to the said several matters in said bill of complaint contained, for answer thereto, or to so much thereof as it is material for them to make answer unto, these defendants answering say:

That the said deed of trust mentioned in said bill, in which said Townes and McNeil were named as trustees for the benefit of said Smith and Adriance, was executed in good faith to secure a debt due from said Compton to Smith and Adriance, and without any notice of said lien of said Commercial Bank mentioned in said bill; that afterwards said debt due said Smith and Adriance was paid off and discharged by said Compton, whereby said deed of trust by its own terms became inoperative and void and of no further effect; and these defendants herein severally disclaim having or insisting on any subsisting interest under said deed of trust, for the purpose of sale of the property mentioned therein, and only insist on the equities that may enable them, and each of them, to protect themselves from costs or liability in this suit, and pray to be hence dismissed, &c.

MORGAN L. SMITH,
JOHN ADRIANCE,
R. J. TOWNES, and
GREENVILLE McNEIL, *Defendants.*
By SHERWOOD & GODDARD, *Sol'rs.*

The oath to the above answer is hereby waived.
Feb'y 5th, 1855.

And afterwards, to wit, at the January term of said court of the same year, (to wit, on the twenty-seventh day of March,) this cause was continued.

And afterwards, to wit, on the 15th day of March, in the year of our Lord one thousand eight hundred and fifty-six, the court here rendered a decree in this cause, which is of the words and in the term following, to wit:

Decree.

THE COMMERCIAL BANK OF NEW ORLEANS
vs.
ALEXANDER COMPTON and others.

This day the parties hereto appeared by their solicitors and counsel, and the complainant suggesting that it appeared by the return of the

marshal on the subpœnas in this cause that William P. Morton was dead, and that Walter Smith and Colman M. Calvit were out of the jurisdiction of this court, dismissed his bill as to those defendants. And thereupon the demurrer of certain of the other defendants coming on to be heard, and having been argued and considered by the court, and the court being now fully advised thereon, and being of opinion that the demurrer should be sustained, and that the complainant has no right to the relief sought by its bill against any of the parties now before the court, it is ordered, adjudged, and decreed that the bill of complaint herein, and this cause, be dismissed as to all the parties hereto, and that the complainant pay all the costs in this cause.

JOHN C. WATROUS.

And afterwards, to wit, on the same day and year, the court here made an order in this cause, in the words and figures following, to wit:

Order of Court.

THE COMMERCIAL BANK OF NEW ORLEANS
vs.
ALEXANDER COMPTON and others.

This day the parties appeared by their solicitors and counsel, and the complainant by its counsel, and in the presence of the counsel of the defendants, showed to the court that the value of the matter in controversy exceeds the sum of two thousand dollars, and prayed an appeal from the decree rendered in this cause to the Supreme Court of the United States, at the next term thereof, to be holden at Washington on the first Monday of December next, and tendered an appeal bond in proper form, which was approved and filed, and the appeal was thereupon allowed, to act as a supersedeas herein.

And thereupon, to wit, on the same day and year, came the counsel of complainants and filed an appeal bond, which is as follows, to wit:

Appeal Bond.

Know all men by these presents, that we, Ebenezer Allen and William G. Hale, of the county of Galveston and State of Texas, are held and firmly bound unto Alexander Compton, Elizabeth G. Compton, Hanson Alsbury, King Holston, Edward Pursell, Israel J. Calvit, William T. Austin, Colman M. Calvit, J. Greenville McNeel, Robert J. Townes, Walter Smith, Morgan L. Smith, John Adriance, and Overton Young, administrator of the estate of Warren H. Manadue, in the full and just sum of three hundred dollars, to be paid to the said Alexander Compton, Elizabeth G. Compton, Hanson Alsbury, King Holstein, Edward Pursell, Israel J. Calvit, William T. Austin, Colman M. Calvit, J. Greenville McNeel, Robert J. Townes, Walter Smith, Morgan L. Smith, John Adriance, and Overton Young, administrator as aforesaid, their certain attorney, executors, administrators, or assigns, for which payment well and truly to be made, we bind ourselves, our

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heirs executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this fifteenth day of March, in the year of our Lord one thousand eight hundred and fifty-six.

Whereas lately at a term of the district court of the United States for the district of Texas, in a suit depending in said court in chancery between the Commercial Bank of New Orleans, as complainant, and the said Alexander Compton, Elizabeth G. Compton, his wife, Hanson Alsbury, King Holston, Edward Pursell, Israel S. Calvit, William T. Austin, Colman M. Calvit, J. Greenville McNeel, Robert J. Townes, Walter Smith, Morgan L. Smith, John Adriance, and Overton Young, administrator as aforesaid, with one William P. Morton, as defendants, the following decree was rendered against the said complainants, to wit:

"This day the parties hereto appeared by their solicitors and counsel, and the complainant suggesting that it appeared, by the return of the marshal on the subpœnas in this cause, that William P. Morton was dead, and that Walter Smith and Colman M. Calvit were out of the jurisdiction of this court, dismissed his bill as to those defendants; and thereupon the demurrer of certain of the other defendants coming on to be heard, and having been argued and considered by the court, and the court being now fully advised thereon, and being of the opinion that the demurrer should be sustained, and that the complainant has no right to the relief sought by this bill against any of the parties now before the court; it is ordered, adjudged, and decreed, that the bill of complaint herein, and this cause, be dismissed as to all parties hereto, and that the complainant pay all the costs in this cause."

And the said Commercial Bank of New Orleans has, in open court and at the same term, prayed for an appeal from the said decree to the Supreme Court of the United States, at the next term thereof, to be holden at Washington on the first Monday of December next, and such appeal has been duly allowed, and notice thereof given to the counsel of the said defendants.

Now, therefore, the condition of the above obligation is such, that if the said Commercial Bank of New Orleans shall prosecute its said appeal to effect, and answer all damages and costs, if it fail to make its plea good, then the above obligation to be void, otherwise to remain in full force and virtue.

EBENEZER ALLEN, [SEAL.]
WILLIAM G. HALE. [SEAL.]

In presence of—
AD. MENARD.

Approved: JOHN C. WATROUS. [SEAL.]